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COMMUNITY DECLARATION  
FOR  
HIGHLAND MEADOWS PHASE 4A

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**Table of Contents**

<b>1. Recitals.....</b>	<b>1</b>
<b>2. Definitions .....</b>	<b>1</b>
<b>3. Plan of Development.....</b>	<b>6</b>
<b>4. Amendment.....</b>	<b>6</b>
<b>5. Annexation and Withdrawal.....</b>	<b>7</b>
<b>6. Dissolution .....</b>	<b>8</b>
<b>7. Binding Effect and Membership .....</b>	<b>9</b>
<b>8. Paramount Right of Declarant .....</b>	<b>10</b>
<b>9. Common Areas .....</b>	<b>10</b>
<b>10. Maintenance by the Association .....</b>	<b>15</b>
<b>11. Maintenance by Owners .....</b>	<b>16</b>
<b>12. Use Restrictions .....</b>	<b>19</b>
<b>13. Requirement to Maintain Insurance .....</b>	<b>27</b>
<b>14. Property Rights.....</b>	<b>29</b>
<b>15. Highland Meadows Community Development District .....</b>	<b>32</b>
<b>16. Assessments .....</b>	<b>34</b>
<b>17. Information to Lenders, Builders and Owners .....</b>	<b>40</b>
<b>18. Architectural Control.....</b>	<b>40</b>
<b>19. Enforcement .....</b>	<b>44</b>
<b>20. Additional Rights of Declarant and Builder .....</b>	<b>46</b>
<b>21. Refund of Taxes and Other Charges .....</b>	<b>50</b>
<b>22. Assignment of Powers.....</b>	<b>50</b>
<b>23. General Provisions.....</b>	<b>50</b>
<b>24. Surface Water Management System .....</b>	<b>53</b>

**Exhibits**

Exhibit 1 – Legal Description of the Property

Exhibit 2 – Articles of Incorporation

Exhibit 3 – Bylaws

Exhibit 4 – SWFMD Permit

**COMMUNITY DECLARATION  
FOR  
HIGHLAND MEADOWS PHASE 4A**

THIS COMMUNITY DECLARATION FOR HIGHLAND MEADOWS PHASE 4A (this "**Declaration**") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **HMD III, LLC**, a Florida limited liability company (the "**Declarant**"), joined by the **HIGHLAND MEADOWS 4A HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**").

**RECITALS**

- A. Declarant is the record title owner of the real property located in **Polk** County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference (the "**Property**").
- B. Declarant desires to develop a planned community to be known as HIGHLAND MEADOWS PHASE 4A (the "**Community**") upon the Property.
- C. In order to develop and maintain the Community as a planned residential community and to preserve the values and amenities of the community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, charges, liens and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement, all as contained in this Declaration.
- D. The Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that the Property comprising the Community is to be owned, held, transferred, sold, conveyed, used, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, charges and liens hereinafter set forth, all of which shall run with the Property and which shall be binding upon all parties (present and future) having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

2.1 "**ACC**" shall mean the Architectural Control Committee for the Community established pursuant to Section 18.1 hereof.

2.2 "**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time

2.3 "**Area of Common Responsibility**" shall mean all of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, regardless of who owns them.

2.4 "**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16.1 hereof.

2.5 **“Association”** shall mean the **HIGHLAND MEADOWS 4A HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, its successors and assigns.

2.6 **“Board”** shall mean the Board of Directors of the Association.

2.7 **“Bylaws”** shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof as amended from time to time.

2.8 **“Builder”** means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (ii) is duly licensed under Florida law, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term **“Builders”** shall collectively mean all persons or entities meeting the definition of “Builder” as provided herein. **NVR, INC., a Virginia corporation, doing business as RYAN HOMES (“Ryan Homes”)**, is hereby approved by the Declarant as a Builder.

2.9 **“CDD Facilities”** shall have the meaning set forth in Section 15.1 hereof. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREAS WHICH ARE OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREAS.

2.10 **“Common Area” and/or “Common Areas”** shall mean all real and personal property interests, including easements, within the Community designated as Common Areas from time to time by the Declarant, by Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within the Community. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, perimeter buffers, landscaped areas, irrigation facilities, and project signage. The Common Areas do not include any portion of a Lot. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE HIGHLAND MEADOWS CDD (AS HEREINAFTER DEFINED) AND SHALL COMPRISE PART OF THE CDD FACILITIES. CDD FACILITIES SHALL NOT INCLUDE COMMON AREAS.

2.11 **“Community”** shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

2.12 **“Community Completion Date”** shall mean the date upon which all Lots in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners other than Declarant.

2.13 **“Community Standards”** shall mean such standards of conduct, maintenance or other activity, if any, generally prevailing throughout the Community, or the minimum standards established by the Declarant or the ACC pursuant to Section 18.5 hereof, whichever is the highest standard.

2.14 **“Contractors”** shall have the meaning set forth in Section 18.12.1 hereof.

2.15 **“County”** shall mean Polk County, Florida.

2.16 **“Declaration”** shall mean this COMMUNITY DECLARATION FOR HIGHLAND MEADOWS PHASE 4A, together with all amendments and modifications thereof.

2.17 **“Declarant”** shall mean **HMD III, LLC**, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all of Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights, and in such case, shall only be responsible for those obligations of Declarant assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES NVR, INC., A VIRGINIA CORPORATION, DOING BUSINESS AS RYAN HOMES WAS NOT AND IS NOT THE INITIAL DEVELOPER OF HIGHLAND MEADOWS PHASE 4A. THE HIGHLAND MEADOWS CDD (AS HEREINAFTER DEFINED) CONSTRUCTED, IMPROVED AND INSTALLED THE COMMUNITY INFRASTRUCTURE IMPROVEMENTS IN THE COMMUNITY. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT RYAN HOMES HAS NOT ASSUMED ANY LIABILITIES NOR ANY OBLIGATIONS OF THE HIGHLAND MEADOWS CDD, AS THE INITIAL DEVELOPER OF THE COMMUNITY INFRASTRUCTURE IMPROVEMENTS OR OTHERWISE. EACH OWNER DOES DISCHARGE, RELEASE AND FULLY EXONERATE RYAN HOMES FROM ANY AND ALL SUCH LIABILITIES AND OBLIGATIONS, AND DOES COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST RYAN HOMES FOR SUCH LIABILITIES OR OBLIGATIONS.

2.18 **“District Debt Service Assessments”** shall have the meaning set forth in Section 15.2 hereof.

2.19 **“District Maintenance Special Assessments”** shall have the meaning set forth in Section 15.2 hereof.

2.20 **“District Revenue Bonds”** shall have the meaning set forth in Section 15.2 hereof.

2.21 **“Electronic Transmission”** shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text or documents that are sent via electronic mail between computers. Electronic Transmission may be used to communicate with members of the Association only as permitted by Florida law, as amended from time to time.

2.22 **“Governing Documents”** shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

2.23 **“Highland Meadows CDD”** shall mean the **Highland Meadows Community Development District**, a local unit of special purpose government created pursuant to Florida Statutes, Chapter 190.

2.24 **“Home”** shall mean a residential dwelling and appurtenances thereto constructed on a Lot within the Community and intended as an abode for one family. The term “Home” shall include the Lot. A Home shall be deemed created and, for purposes of this Declaration shall be deemed to have a perpetual existence, upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home.

2.25 **“Immediate Family Members”** shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner’s spouse. If an

Owner is unmarried, the Owner may designate one (1) other person who is living with such Owner in the Home, in addition to children of the Owner, as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home.

2.26 “**Individual Assessments**” shall have the meaning set forth in Section 16.2.5 hereof.

2.27 “**Initial Contribution**” shall have the meaning set forth in Section 16.11 hereof.

2.28 “**Installment Assessments**” shall have the meaning set forth in Section 16.2.1 hereof.

2.29 “**Lender**” shall mean (i) an institutional holder, insurer or guarantor of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

2.30 “**Lessee**” shall mean the lessee named in any written lease of a Home who is legally entitled to possession of any Home within the Community.

2.31 “**Lot**” shall mean a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved or intended to be improved with a Home. The term “Lot” shall refer to the land as well as any improvements on the Lot. The boundaries of each Lot are shown on the Plat. Upon completion of construction of a Home on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Home for purposes of this Declaration and the other Governing Documents.

2.32 “**Master Plan**” shall mean collectively any full or partial concept plan for the development of the Community by Declarant, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of the Community, inasmuch as Declarant reserves the right to amend all or part of the Master Plan from time to time.

2.33 “**Member**” shall mean a person subject to membership in the Association, as described in Section 7.3. There initially are two (2) membership classes – Class A and Class B. Each Owner, Builder and the Declarant shall be a member of the Association.

2.34 “**Operating Expenses**” shall mean all costs and expenses of operating the Association and for which Owners are liable to the Association as described in this Declaration and any other Governing Documents. Operating Expenses may include, without limitation, the following: (a) all costs and expenses of ownership, maintenance, operation, financing, administration, and repair of the Common Areas or any portion thereof and improvements thereon; (b) all amounts payable by the Association under the terms of this Declaration; (c) all costs of community lighting including up-lighting and entrance lighting; (d) all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; (e) amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; (f) utilities, taxes, insurance, bonds, salaries, management fees, professional fees, service costs, and costs of supplies; (g) maintenance, repair, replacement and refurbishment costs; (h) all amounts payable in connection with Association sponsored social events; (i) any and all costs relating to the discharge of the Association’s obligations hereunder, or as determined to be part of the Operating Expenses by the Association; and (j) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents. By way of example, and not of limitation, Operating Expenses shall include all of the Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves. If any of the foregoing items identified as possible Operating Expenses are included as District Maintenance Special Assessments, the same shall not be included in Operating Expenses.

2.35 “**Owner**” shall mean the record title owner (whether one or more persons or entities)

of fee simple title to any Lot.

2.36 “**Parcel**” shall mean and refer to any part of the Community, other than Common Areas, Lots, CDD Facilities, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. However, any Parcel, or part thereof, for which a subdivision plat has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots, Common Areas and/or CDD Facilities, as appropriate.

2.37 “**Permit**” shall collectively mean Permit No. \_\_\_\_\_, as amended or modified, issued by SWFWMD, a copy of which is attached hereto as **Exhibit 4**, as the same may be and/or modified from time to time.

2.38 “**Plat**” shall mean the plat of any portion of the Community filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of the Community, as such phase is added to this Declaration.

2.39 “**Public Records**” shall mean the Public Records of Polk County, Florida.

2.40 “**Reserves**” shall have the meaning set forth in Section 16.2.4 hereof.

2.41 “**Rules and Regulations**” shall mean the Rules and Regulations pertaining to the Community as adopted by the Board from time to time. The Rules and Regulations may be incorporated into the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

2.42 “**Special Assessments**” shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

2.43 “**Supplemental Declaration**” shall mean and refer to an instrument filed in the Public Records pursuant to Section 5 hereof which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional and/or modified restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

2.44 “**Surface Water Management System**” or “**SWMS**” shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes (2015). The SWMS includes those works authorized by SWFWMD pursuant to the Permit.

2.45 “**SWFWMD**” shall mean the Southwest Florida Water Management District.

2.46 “**Telecommunications Provider**” shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

2.47 “**Telecommunications Services**” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

2.48 “**Title Documents**” shall have the meaning set forth in Section 23.9 hereof.



2.49 **“Turnover”** shall mean transfer of majority control of the Board from Declarant to Owners, other than Declarant.

2.50 **“Turnover Date”** shall mean the date on which Declarant transfers majority control of the Board from Declarant to Owners and Builders.

2.51 **“Use Fees”** shall have the meaning set forth in Section 16.2.3 hereof.

2.52 “Vacant Lot” or “Vacant Lots” shall mean any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy.

~~2.52~~2.53 **“Voting Interest”** shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within the Community, which shall include the voting interests of the Declarant and Builders.

~~2.53~~2.54 **“Wetland Conservation Areas”** shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas will be part of the CDD Facilities and will be owned and maintained by the Highland Meadows CDD.

### **3. Plan of Development.**

3.1 **Plan.** The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop the Community and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Community as finally developed.

3.2 **Governing Documents.** The Governing Documents create a general plan of development for the Community that may be supplemented by additional covenants, restrictions and easements applicable to any portion of the Community. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective tenants, guests and invitees. Any Lease Agreement for a Home within the Community shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

3.3 **Site Plans and Plats.** The Plat may identify some of the CDD Facilities or Common Areas within the Community. The description of the CDD Facilities or Common Areas on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as CDD Facilities or Common Areas. Site plans used by Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed on the CDD Facilities but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes, inasmuch as this Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas or CDD Facilities.

### **4. Amendment.**

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant or Builders unless such

amendment receives the prior written consent of Declarant or Builders, as applicable, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 24.2 which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home or Lot irrevocably waives any claim that such Owner has any vested rights prohibiting amendments, pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records and except as otherwise provided herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Community; (ii) additions or deletions from the Community and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. Notwithstanding any other provision of this Declaration to the contrary, prior to the Turnover Date and so long as a Builder shall own any Lot, such Builder's prior written consents to any proposed amendment shall be obtained prior to effectuating any such amendment. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's and Builders' prior written consents to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant and Builders may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. Declarant and Builders shall join in such identical amendment so that their consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant may unilaterally amend this Declaration, from time to time, if such amendment is necessary (a) to bring any provision into compliance with applicable governmental statute, rule, regulation or judicial determination; (b) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, HUD, FHA, VA, FNMA, GNMA, SWFWMD, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (c) to satisfy the requirements of any local, state or federal governmental agency. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, if such amendment is necessary (a) to bring any provision into compliance with applicable governmental statute, rule, regulation or judicial determination; (b) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, HUD, FHA, VA, FNMA, GNMA, SWFWMD, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (c) to satisfy the requirements of any local, state or federal governmental agency. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any

such amendments by the Board shall require the approval of a majority of the Board.

**5. Annexation and Withdrawal.**

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of the Community by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Community. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to the Community.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of the Community (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of the Community shall not apply to any Lot that has been conveyed to an Owner or Builder unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. Except as provided in this paragraph below, the withdrawal of any portion of the Community shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). Association shall have no right to withdraw land from the Community. So long as any Builder shall own any Lot, such Builder's prior written consent to any proposed amendment withdrawing portions of the Community shall be obtained by the Declarant prior to effectuating any such amendment withdrawing property, except for any withdrawals required by a governmental agency which Declarant may make without the joinder or consent of any other party.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5.4 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

**6. Dissolution.**

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, to the extent they are not owned and operated by the District, the SWMS shall be conveyed to SWFWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist and the Highland Meadows CDD does not own and operate all SWMS, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the

Association, the Community and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

## **7. Binding Effect and Membership.**

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to the Turnover Date and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a minimum of 30 years from the date this Declaration is recorded in the Public Records. After the initial 30-year period, the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless within the ninety (90) day period preceding the end of the initial 30-year period, or each successive 10-year period, an instrument signed by the Members holding at least seventy-five (75%) of the total Voting Interests, agreeing to terminate this Declaration, has been recorded in the Public Records.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in Association. An Owner's or Builder's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot, whether a Builder or any Owner, shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner and Builder shall be a Member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from the ownership of a Lot. Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A Members shall be all Owners and Builders. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be Members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. The Class B Membership shall terminate on the Turnover Date. Upon termination of the Class B Membership, Declarant shall be a Class A Member entitled to one (1) vote for each Lot owned. Turnover by the Declarant shall occur on

the Turnover Date at a meeting held for the purpose of electing a majority of the Association's Board of Directors. No more than sixty (60) days and no less than thirty (30) days prior to the meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the meeting. Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots that will ultimately be contained within the Community and operated by the Association are conveyed to Owners; or

7.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

**8. Paramount Right of Declarant.** Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Community for various public purposes or for the provision of telecommunications systems, or to make any portions of the Community part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of the Community. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

**9. Common Areas.**

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice. It is anticipated by the Declarant that most, if not all, of the facilities and amenities to be constructed within the Community for the common use and enjoyment of all Owners will be owned by the Highland Meadows CDD.

9.2 Construction of Common Areas Improvements. Except as otherwise provided herein, Declarant shall be the sole judge of the composition of any Common Areas. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Areas within the Community, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will construct any Common Areas. Declarant is the sole judge

of the Common Areas, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created in the form of easements or conveyed to the Association by quitclaim deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby indemnify and hold Declarant harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of the Community, as modified and/or amended. The Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

9.4.2 Common Area Reservations. The Common Areas (if any) shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event the Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any

of Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant; and

9.4.2.6 a reservation of right in favor of Declarant (so long as Declarant owns any portion of the Community) to require the Association to re-convey all or a portion of the Common Areas by quitclaim deed in favor of Declarant in the event that such property is required to be owned by Declarant for any purpose, including without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to Declarant and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board and (b) the consent of Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved and concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including but not limited to, parking areas, pathways, bicycle paths, and sidewalks, if any. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses of the Association. The Association shall determine periodically the scope of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Other than the roadways, most paved areas and concrete surfaces within the Community are anticipated to be part of the CDD Facilities under the jurisdiction of the Highland Meadows CDD.

9.7 Delegation. Once conveyed or dedicated to the Association or the Highland Meadows CDD, the Common Areas and improvements located thereon, or the CDD Facilities, as applicable, shall at all times be under the complete supervision, operation, control, and management of the Association or the Highland Meadows CDD, as applicable. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement. Likewise, the Highland Meadows CDD may delegate all or a portion of its obligations hereunder to the Association or a licensed manager or professional management company.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other Owners persons, entities and corporations (who may, but are not required to be members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, entities, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Obstruction of Common Areas/CDD Facilities. No portion of the Common Areas or CDD Facilities, as applicable, may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association or the Highland Meadows CDD, as applicable.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or CDD Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community; and (v) design of any portion of the Community. Each Owner expressly indemnifies and agrees to hold harmless Declarant, Builders and Association, and all employees, directors, representatives, officers, agents and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or CDD Facilities, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or CDD Facilities do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THE COMMON AREAS AND/OR CDD FACILITIES, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND CDD FACILITIES, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DECLARANT, BUILDERS, THE HIGHLAND MEADOWS CDD AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, the Highland Meadows CDD, Builders, the Association, and their officers, partners, agents, employees, affiliates, members, shareholders, directors, supervisors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas or the CDD Facilities,



including, without limitation, use of the retention/detention areas within **HIGHLAND MEADOWS PHASE 4A** by Owners, and their guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Highland Meadows CDD, Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.8.6 Retention/Detention Areas. NEITHER THE BUILDERS, THE DECLARANT, THE HIGHLAND MEADOWS CDD NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE BUILDERS, THE DECLARANT, THE HIGHLAND MEADOWS CDD, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE BUILDERS, THE DECLARANT, THE HIGHLAND MEADOWS CDD AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, BUILDERS, THE HIGHLAND MEADOWS CDD OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. BUILDERS, DECLARANT, THE HIGHLAND MEADOWS CDD AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE COMMUNITY.

#### 9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, Declarant, and thereafter the Association, shall have the right from time to time to adopt, and/or amend, Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder. The Association shall have the right to adopt and enforce Rules and Regulations applicable to the Common Areas and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by Declarant; and the Rules and Regulations shall not be applied in a manner that would prohibit or restrict the development or operation of the Community or adversely affect the interests of the Declarant. Without limiting the foregoing, Declarant and/or its agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of the Community), general offices and construction operations within the Community; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or CDD Facilities, signs and other materials used in developing, constructing, selling or promoting the sale of any portion the Community, including without limitation, Lots, Parcels and Homes; (vi) excavate fill from any water bodies within and/or contiguous to the Community, if any, by dredge or dragline; store fill within the Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary or convenient for

the development and sale of any lands and improvements comprising the Community.

9.9.3 Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall have the right to assign to Builders, from time to time, some or all of the rights and exemptions reserved to the Declarant in this Declaration, including but not limited to this Section 9.9, and any such assignment by the Declarant shall not affect any such rights and exemptions reserved to the Declarant.

9.10 Public Facilities. The Community may include one or more public facilities. All roadways within the Community shall be public roadways maintained by the Highland Meadows CDD and/or the County and shall not be maintained by the Association. In addition, a lift station dedicated to the County as part of the waste water treatment system shall be located within the boundaries of the Community. THE ROADWAYS ADJACENT OR IN PROXIMITY TO THE COMMUNITY ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS AND, EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, THE HIGHLAND MEADOWS CDD AND DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas or CDD Facilities; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of the Community to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, Builders, their officers, directors, shareholders, members, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas and/or CDD Facilities, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

## **10. Maintenance by the Association.**

10.1 Common Areas and Area of Common Responsibility. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain,

repair and replace the Common Areas and Area of Common Responsibility, including all improvements placed thereon.

10.2 Adjoining Areas. Except as otherwise provided herein, the Association shall maintain those drainage areas, swales, parking areas, water body slopes and banks, and landscape areas that are within the Common Areas and/or Area of Common Responsibility; provided, that, such areas are readily accessible to Association. The Association shall have no responsibility for the CDD Facilities except and to the extent provided in any agreement between Association and the Highland Meadows CDD. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.3 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas, CDD Facilities or any Lot necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas or CDD Facilities through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas or CDD Facilities without the prior written approval of the Association or Highland Meadows CDD, as applicable. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such repair maintenance or construction is necessitated by the negligent or willful acts of an Owner or such Owner's guests and invitees.

10.4 Right of Entry. Declarant, Builders and the Association are granted a perpetual and irrevocable easement over, under and across all of the Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant, for itself and on behalf of Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of the Community if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.5 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain landscaping, irrigation systems, community identification/features and/or other areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of the Community. Such areas may abut, or be proximate to, the Community and may be owned by, or be dedicated to others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not in limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.6 CDD Facilities. The Highland Meadows CDD may contract with the Association for the maintenance, repair, and replacement of the CDD Facilities in the Highland Meadows CDD's sole and absolute discretion and subject to any written agreement accepted by the Association. In addition, if the Association desires that the CDD Facilities, or any portion thereof, be maintained, repaired and/or replaced to a higher level or standard than that which the Highland Meadows CDD provides, the Association shall have the right, with the written consent of the Highland Meadows CDD, to perform such additional maintenance, repair, and/or replacement as it desires, the costs and expenses of which shall be a part of the Operating Expenses of the Association.

**11. Maintenance by Owners.** All Lots and Homes, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the Community Standards, by the Owner of the applicable Lot or Home. Each Owner is specifically responsible for maintaining all grass, landscaping, trees, improvements and paved surfaces within any portion of a Lot, including limbs and roots of trees which may emanate from other Lots or Common Areas. No tree installed by the Declarant on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Community and the prior written approval of the ACC has been obtained. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter and after the Owner obtains the prior written approval of the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

11.1 Landscape Maintenance. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including without limitation, sod, irrigation, yards, grass, shrubs, trees, mulch, or any other landscaping. The Owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas and other improvements within any portion of the Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration.

11.2 Right of the Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.3 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots:

11.3.1 Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground.

11.3.2 Shrubs. All shrubs are to be trimmed as needed.

11.3.3 Grass.

11.3.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

11.3.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.3.4 Mulch. Mulch shall be replenished as needed on a yearly basis.

11.3.5 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SWFWMD regulations require a

particular type of grass (including without limitation, Bahia grass) in the rear yards, it shall remain as the required type of grass and if it dies, may only be replaced with that type of grass, unless the prior written approval of the ACC is obtained.

11.3.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to best management practices for lawn and landscape as provided by UF/IFAS Polk County Extension Service (if any) or The University of Florida IFAS Extension Service. If neither the UF/IFAS Polk County Extension Service nor The University of Florida IFAS Extension Service promulgates such best management practices, then the Board of Directors shall adopt similar best management practices.

11.3.7 Irrigation. Every Owner shall be required to install an automatic underground irrigation system to irrigate the grass and landscaping located on their Lot and the Owner Maintained Right-of-Way in a routine and ordinary manner, as may be permitted by SWFWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components will be the sole responsibility of the record title Owner of the respective Lot. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation. Notwithstanding the provisions of this Section 11.3.7 to the contrary, if the rear yard of a Lot is sodded with bahia grass, an Owner shall not be required to install an automatic underground irrigation system in the rear yard of the Owner's Lot; however, the Owner will be required to maintain the lawn and landscaping in the rear yard to the Community Standards.

11.3.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, sidewalks and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.3.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day where accumulated, cut or pulled.

11.4 Modification to Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from the Community and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association, as an Individual Assessment, for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.5 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.6 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including without limitation brick pavers, and

other paved and concrete surfaces comprising part of a Lot. In the event the County or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section 11.6, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.7 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant, Builders and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Homes in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.8 Water Mains. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section 11.8, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 11.8.

11.9 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls of some or all of the Homes may be improved with a finish material composed of stucco or cementitious coating (collectively, "**Stucco/Cementitious Finish**"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to determine if the exterior walls of his or her Home have a Stucco/Cementitious Finish and, if so, to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e., windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section 11.9, and they should be completed in a timely and periodic fashion to prevent any damage to the Home.

11.10 Right of Way. Each Owner of a Lot shall be responsible for the costs, charges and expenses incurred in connection with (a) the irrigation, maintenance and replacement of the grass and landscaping and (b) the installation, maintenance, repair and replacement of irrigation facilities, located in the public right-of-way immediately adjacent to such Owner's Lot (the "**Owner Maintained Right-of-Way**"). Every Owner shall be required to irrigate the grass and landscaping located in the Owner Maintained Right-of-way in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. No tree installed by the Declarant in the Owner Maintained Right-of-Way shall be felled, removed, or cut down by the Owner, unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or

utilizing the Community, and after obtaining the written approval of the ACC; however, the Owner responsible for maintaining the Owner Maintained Right-of-Way shall have the right, but not the obligation, at such Owner's sole cost and expense, to trim and maintain any trees located in the Owner Maintained Right-of-Way in accordance with the Landscape Maintenance Standards.

**12. Use Restrictions.** Except as otherwise provided in this Declaration, the following Use Restrictions shall apply to all Lots within the Community:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes; provided, however, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Pets permitted in accordance with this Section 12.2 may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

12.4 Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their agents.

12.4.1 Parking. Owners' automobiles shall only be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any street within the Community or on any other areas within the Community, except on designated paved parking areas. Vehicles shall not park on the sidewalks or other paved surfaces comprising the Common Area or CDD Facilities, except in designated parking areas, if any. To the extent the Community has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Community except during the period of a delivery of goods or services. Any violations of this Section 12.4.1 shall be subject to fines as provided in Section 19.5, in addition to any other penalties imposed by applicable governmental authority. ROADWAYS WITHIN THE COMMUNITY SHALL BE PUBLIC ROADWAYS AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR HOME ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING AND USAGE OF PUBLIC ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL AUTHORITY AND THE ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Community for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made

within the Community, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a Home. The term "**commercial vehicle**" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or other such equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Community. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No ATV or mini motorcycle may be parked or stored within the Community, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders, or their agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "**vehicle**" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot, Common Areas or CDD Facilities that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. THE ROADWAYS WITHIN THE COMMUNITY ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN THE COMMUNITY.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 13.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant and/or Builders, administrative offices of Declarant and/or Builders, no commercial or business activity shall be conducted within the Community, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's



personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within the Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN THE COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Home Façade. Homes located on corner Lots shall contain trim, as approved by the Declarant prior to Turnover and by the ACC following Turnover, around all windows of the Home which face a roadway.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Community without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through the Community). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2015), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of the Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the CDD Facilities, Common Areas and/or Lots. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter located within the boundary of a Lot shall be the responsibility of the Highland Meadows CDD ; however, neither the Highland Meadows CDD nor the Association shall have any responsibility for landscaping maintenance, including but not limited to lawn mowing, and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration. In the event that such drainage systems or drainage facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) are adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage systems and/or facilities shall be the responsibility of the Owner of such Lot containing all or a part of such drainage systems and/or drainage facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree on such Owner's Lot (pursuant to ACC approval), and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner of the Lot upon which the tree is located shall be solely responsible for the costs of removal of the roots which adversely affect the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION,

THE DISTRICT, BUILDERS AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the Highland Meadows CDD's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. In addition to ACC approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

12.15 Fuel Storage. No fuel storage shall be permitted within the Community, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

12.16 Garages. Each Home must at a minimum include a two (2) car garage. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association

or an Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

12.20 Laundry. Subject to the provisions of applicable Florida law, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Community shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association no later than one week prior to the commencement of the term thereof. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. All Lease Agreements shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Association may require that the Lease Agreement contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the Lease Agreement and shall monitor enforcement and compliance with the Governing Documents by the tenant. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to the Governing Documents. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same (including, without limitation, attorneys' fees, paraprofessional fees and court costs) shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23 Mailboxes and Lampposts. No mailboxes or lampposts shall be installed on any Lot or other location as required by the rules and regulations of the United States Postal Service without the prior written consent of the ACC. The ACC shall have the right to require that all mailboxes and lampposts shall be of one particular type or design specified by the ACC so long as such designated type or design, in the case of mailboxes, meets the rules and regulations of the United States Post Service.

12.24 Minimum Square Footage. Homes shall be a minimum of 1,500 square feet. Square footage minimums required in this Section 12.24 refer to total square footages under roof, not heated and cooled square footages.

12.25 Minor's Use of Common Areas. Adults shall be responsible for all actions of their minor children at all times in and about the Community. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors.

12.26 Nuisances. No nuisance or any use or practice that is the source of

unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. No firearms shall be discharged within the Community. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.27 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.28 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ACC to the Owner of the applicable Lot.

12.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others.

12.30 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of the Community, change the level of the land within the Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the Community. Owners may place additional plants, shrubs, or trees within any portion of the Community within their respective Lots with the prior written approval of the ACC.

12.31 Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within the Community or adjoining properties.

12.32 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walkways, drives, and driveways located on a Lot and on the Owner Maintained Right-of-Way applicable to the Lot, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk, unless specifically approved by the ACC. All roofs must be constructed using only tile or dimensional shingles.

12.33 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof having been obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of the Community. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.34 Screened Enclosures. No screening and screened enclosures, or enclosures of balconies or patios, including addition of vinyl windows, shall be permitted without the prior written approval of the ACC.

12.35 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration.

Declarant is exempt from this Section 12.35; provided, further, the Declarant specifically reserves the right, license, privilege and easement for itself and (to the extent Declarant assigns such right, license, privilege and easement to a Builder or Builders pursuant to Section 9.9) for Builders, and their agents, employees, nominees and assigns, to construct, place and maintain upon any property within the Community such signs as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes in the Community. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.36 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.37 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained. Builders shall screen water softeners, trash containers, propane tanks, and other similar devices so that such devices are not visible from the street, and Owners shall not remove or modify such screening.

12.38 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall initiate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Community, without the prior written approval of Declarant prior to Turnover and the Association after Turnover, which approval may be granted or denied in the sole discretion of Declarant or the Association, as applicable.

12.39 Dangerous Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of THE COMMUNITY or within any

Home or Lot, except those which are required for normal household use. All propane tanks and/or bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground, unless an alternate location and manner of installation which is screened from view by landscaping or other materials is approved by the ACC prior to installation.

12.40 Swimming, Boating and Docks. Swimming is prohibited within any of the water bodies within the boundaries of the Community. Boating and personal watercraft are prohibited.

12.41 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, Lessees and invitees.

12.42 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.43 Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

12.44 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "**Window Treatment**" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

12.45 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

**13. Requirement to Maintain Insurance**. The Association shall maintain the following insurance coverage:

13.1 Insurance.

13.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board from time to time. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and the Association.

13.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board from time to time.

13.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

13.1.5 Declarant. Prior to the Turnover, Declarant shall have the right, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

## 13.2 Owners.

13.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home if demolition is required, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his or her Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

13.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

13.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13.2.3 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of the Community.

13.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required

Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association, plus interest and attorneys' fees and costs.

13.2.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to the Association in this Section.

13.3 Association and Highland Meadows CDD as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims. The Highland Meadows CDD is irrevocably appointed agent for each Owner of any interest relating to the CDD Facilities to adjust all claims arising under insurance policies purchased by Highland Meadows CDD and to execute and deliver releases upon the payment of claims.

13.4 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

13.5 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

13.6 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

13.7 Declarant has No Liability. Notwithstanding anything to the contrary in this Section 14, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

13.8 Additional Insured. Prior to Turnover, Declarant shall be named as an additional insured on all policies obtained by the Association, as its interests may appear.

#### **14. Property Rights.**

14.1 Owners' Easement of Enjoyment. Every Builder, Owner, Immediate Family Member, Lessees, guests and invitees shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purposes, subject to the following provisions:

14.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended;

14.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas, the right of the Association to suspend rights hereunder, including without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes



(2015);

14.1.3 The right of the Association to suspend the right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessments levied against the Owner remains unpaid;

14.1.4 The right of Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant;

14.1.5 The right of Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

14.1.6 The perpetual right of Declarant to access and enter the Common Areas and CDD Facilities at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas and CDD Facilities. The Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas and CDD Facilities so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas and CDD Facilities;

14.1.7 The rights of Declarant, Builders, the Highland Meadows CDD and/or the Association as reserved in this Declaration; and

14.1.8 An Owner relinquishes use of the Common Areas during the time that a Home is leased to a Lessee.

14.2 Ingress and Egress. An easement for ingress and egress is hereby created for (a) pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas or CDD Facilities and (b) for vehicular traffic over, through and across such portions of the Common Areas or CDD Facilities which, from time to time, may be paved and intended for such purposes.

14.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself and for Builders, and their nominees, over, upon, across, and under the Community as may be required in connection with the development of the Community, and other lands designated by Declarant and/or Builders, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of the Community, and other lands designated by Declarant and/or Builders. Without limiting the foregoing, Declarant specifically reserves for itself and for Builders the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas and CDD Facilities. Without limiting the foregoing, at no time shall Declarant and/or Builders be obligated to pay any amount to Association on account of Declarant's and/or Builders' use of the Common Areas or CDD Facilities. Declarant and Builders intend to use the Common Areas and CDD Facilities for sales of Lot and Homes. Further, Declarant and/or Builders may market other residences and properties located outside of the Community from Declarant's and/or Builders' sales facilities located within the Community. Declarant and Builders have the right to use all portions of the Common Areas and CDD Facilities in connection with their marketing activities, including without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties, picnics and similar events, and using the Common Areas and CDD Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section 14, and the rights reserved herein in favor of Declarant and Builders, shall be construed as broadly as possible and supplement the rights of Declarant and Builders set forth in this Declaration. At no time shall Declarant and/or

Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

14.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas and CDD Facilities. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within the Community.

14.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and CDD Facilities to occupants or Lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

14.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Community (including Lots, Parcels and/or Homes) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant or a Builder, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Community (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, CDD Facilities, utilities, cables, wires and other similar facilities.

14.10 Drainage. A non-exclusive easement shall exist in favor of Declarant, the Association, the Highland Meadows CDD, and their designees, SWFWMD, the County, and/or any governmental agency having jurisdiction over the Community over, across and upon the Community for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, (ii) landscaping of the SWMS, (iii) as required by the Highland Meadows CDD, County or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community

and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

14.11 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of the Community, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation that the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

14.12 Blanket Easement in Favor of Highland Meadows CDD. The Highland Meadows CDD shall also have blanket easements necessary for the Highland Meadows CDD operations over, above, across, and under the Community. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the Highland Meadows CDD.

14.13 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

## **15. Highland Meadows Community Development District.**

15.1 Generally. Portions of the Community may be owned by the Highland Meadows CDD, such as open space areas, drainage systems, SWMS, utilities, the Wetland Conservation Areas and/or the Perimeter Fence (as defined herein). In the event that any portions of the Community are owned by the Highland Meadows CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the Highland Meadows CDD (the "**CDD Facilities**"). EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREA.

15.2 Creation of the Highland Meadows CDD. The Highland Meadows CDD may issue, or has issued, ~~Special-Assessment-Bonds~~special assessment bonds (the "**Bonds**") to finance a portion of the cost of the CDD Facilities. The Highland Meadows CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the Highland Meadows CDD puts Lots and other portions of the Community under the jurisdiction of the Highland Meadows CDD. The Highland Meadows CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, the SWMS, utility plants and lines, land acquisition, perimeter walls/fences, landscaping, street lighting, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Community (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for these CDD Facilities may be funded by the Highland Meadows CDD in one or more series of governmental bond financings utilizing ~~special-assessment-bonds~~the Bonds or other revenue backed bonds. The Highland Meadows CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the ~~special-assessments-bonds~~Bonds may be repaid through non ad valorem special assessments (the "**District Debt Service Assessments**") levied on all ~~benefiting~~benefited properties in the Highland Meadows CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the "**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the Highland Meadows CDD may also impose an annual non ad valorem special assessment to fund the operations of the Highland Meadows CDD and the maintenance and repair of its Public Infrastructure and services (the "**District Maintenance Special Assessments**").

15.3 Highland Meadows CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien

co-equal with the lien of state, ~~County~~county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Polk County and disbursed to the Highland Meadows CDD. The homestead exemption is not applicable to the Highland Meadows CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to CDD Facilities will be determined by the Highland Meadows CDD. Any future Highland Meadows CDD assessments and/or other charges due with respect to the CDD Facilities are direct obligations of Owner and are secured by a lien against Owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Home. The Highland Meadows CDD may construct, in part or in whole, by the issuance of Bonds, certain facilities that may consist of, but not be limited to, roads, perimeter walls/fences, utilities and/or drainage system, as the Highland Meadows CDD determines in its sole discretion.

15.4 Common Areas and CDD Facilities Part of Highland Meadows CDD . Portions of the Common Areas may become part of the Highland Meadows CDD. In such event, Common Areas will become part of the CDD Facilities, will be part of the Highland Meadows CDD and the Highland Meadows CDD shall govern the use and maintenance of the CDD Facilities. Some of the provisions of this Declaration will not apply to such CDD Facilities, as the CDD Facilities will no longer be Common Areas once they are conveyed to the CDD. ANY CONVEYANCE OF COMMON AREAS TO THE HIGHLAND MEADOWS CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the Highland Meadows CDD or the Association. If conveyed to the Highland Meadows CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The Highland Meadows CDD or the Association may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the CDD Facilities, or the Association's responsibility to maintain the CDD Facilities, if any. The establishment of the Highland Meadows CDD and the inclusion of CDD Facilities in the Highland Meadows CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the CDD Facilities as set forth in this Section.

15.5 Facilities Owned by CDD. The CDD Facilities may be owned and operated by the Highland Meadows CDD or owned by the Highland Meadows CDD and maintained by the Association. The CDD Facilities may be owned by a governmental entity other than the Highland Meadows CDD. The CDD Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the CDD Facilities.

15.6 Retention/Detention Areas. THE CDD FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, BUILDERS, THE HIGHLAND MEADOWS CDD NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, THE HIGHLAND MEADOWS CDD NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, THE HIGHLAND MEADOWS CDD AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, BUILDERS, THE HIGHLAND MEADOWS CDD OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, BUILDERS, THE HIGHLAND MEADOWS CDD AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT

FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE COMMUNITY.

15.7 Water Body Slopes. The rear yard of some Lots may contain water body slopes. Such water body slopes will be regulated and maintained by the Highland Meadows CDD. The Declarant hereby grants the Highland Meadows CDD an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes. Further, the Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes to the extent they are not regulated and maintained by the Highland Meadows CDD.

15.8 Perimeter Fences. The Declarant may install perimeter walls or fences within the Community (the "Perimeter Fence"). The CDD at all times shall have the exclusive right to maintain, repair, replace any portion of the Perimeter Fence within the Community, including portions of the Perimeter Fence located on Lots; however, each Owner shall maintain the interior of any Perimeter Fence or portion thereof located on Owner's Lot. The Highland Meadows CDD may perform any such maintenance, repairs or replacement of the Perimeter Fence at the CDD's discretion and the costs of such maintenance, repairs or replacement shall be paid by District Maintenance Special Assessments. Failure of the Highland Meadows CDD to undertake any such maintenance, replacement or repair of the Perimeter Fence at any given point in time shall in no event be deemed a waiver of the right to do so thereafter.

15.9 District Facilities. The Highland Meadows CDD may contract with the Association for the maintenance, repair, and replacement of the CDD Facilities, subject to any written agreement accepted by the Association.

## 16. Assessments.

16.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "Assessments"). ~~As Vacant Lots and Spec Lots (as defined herein) may not receive certain services, all Lots shall not be assessed uniformly.~~

16.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Community. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

16.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("Installment Assessments");

16.2.2 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("a Special Assessment" or "Special Assessments");

16.2.3 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees");

16.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a

portion of the Common Areas (the "**Reserves**"). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

16.2.5 Any specific assessment for costs incurred by the Association or charges, fees or fines levied against a specific Lot or Lots or the record title owner(s) thereof, which charges are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain his or her Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Whenever the term "Individual Assessments" is used herein, it shall include interest at the highest rate allowable by law. In addition, in the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 16.2.5, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

16.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

#### 16.4 Allocation of Operating Expenses.

16.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Community conveyed to Owners or any greater number determined by Declarant from time to time while Declarant still owns any property in the Community, ~~and thereafter by the Board.~~ While Declarant still owns any property in the Community, Declarant in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. ~~In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "Spec Lot") shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion.~~

16.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1<sup>st</sup> of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by

the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the ~~members~~Members of the Association, at which there is a quorum.

16.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non- payment by other Owners or the Declarant of any sums due.

16.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, ~~but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Spec Lot Home is conveyed by the Declarant or Builder to an Owner, then the Spec~~ Vacant Lots shall be exempt from Assessments until the occurrence of the following events, after which such Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein-;

16.5.1 With respect to Vacant Lots owned by an Owner other than a Builder, the earlier to occur of (i) the date a Home is constructed thereon as evidenced by a Certificate of Occupancy or (ii) one year from the date of purchase of the Vacant Lot.

16.5.2 With respect to Vacant Lots owned by a Builder, the earlier to occur of (i) one year from the date of purchase of the Vacant Lot or (ii) construction of a Home thereon and conveyance by the Builder to an Owner.

16.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association. Builders shall not be required to pay Use Fees or Individual Assessments.

16.7 Commencement of First Assessment. Except as otherwise specifically provided herein, Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or CDD Facilities or by abandonment of the Lot upon which the Assessments are made.

16.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "Deficit"), or (ii) pay Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay

Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes owned by Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A members. Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2015). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2015), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

16.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

16.9.1 Establishment of Assessments. Assessments shall be established in accordance with the following procedures: Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2015). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e., monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected in advance on a periodic basis.

16.9.2 Special Assessments and Individual Assessments. Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

16.9.3 Use Fees. The Board may establish Use Fees, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Board.

16.10 Initial Contribution. The first purchaser of each Home from a Builder, at the time of closing of the conveyance from the Builder to the purchaser, shall pay to the Association an initial contribution in the amount of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision



of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

16.11 Resale Contribution. After the Home has been conveyed by a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to TWO HUNDRED AND NO/100 DOLLARS (\$200.00) (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from Declarant or Builder. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Resale Contribution.

16.12 Assessment Estoppel Certificates. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Upon receipt of a written request therefor from an Owner, the Association shall provide an estoppel certificate in writing to the Owner within the time period required by Florida law, which estoppel certificate shall confirm the status of all Assessments applicable to the Owner's Lot, and if any Assessments are unpaid, the amount that is due as of a specific date set forth in the estoppel certificate. As to parties other than Owners who, without knowledge of error, rely on the estoppel certificate, the estoppel certificate shall be conclusive evidence of the amount of any Assessments therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate as permitted by Florida law.

16.13 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

16.14 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

16.15 Subordination of the Lien to Mortgages. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event the foreclosing lender who acquires title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2015). Any unpaid Assessments for which such foreclosing lender who acquires title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by

means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

16.16 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.17 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

16.18 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, may pay Assessments on Lots and Homes owned by it, or fund the Deficit, if any, as set forth in Section 16.8 herein. In addition, the Board shall have the right to exempt any portion of the Community subject to this Declaration from the Assessments, provided that such part of the Community exempted is used (and as long as it is used) for any of the following purposes:

16.18.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

16.18.2 Any of the Community exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

16.19 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect one or more Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the prime rate of interest as announced from time to time by the Wall Street Journal plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16.20 Rights to Pay Assessments and Receive Reimbursement. The Association, Declarant and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole

option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

16.21 Mortgagee Right. Each Lender may request in writing that the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to such Lender and the furnishing of such notice is not an obligation of the Association to Lender.

16.22 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent. \_\_\_\_\_

16.22

**17. Information to Lenders, Builders and Owners.**

17.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners, Builders and Lenders current copies of the Governing Documents.

17.2 Copying. Any Owner, Builder and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.2.1 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.2.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.2.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

17.2.4 Any proposed action that specifically requires the consent of a Lender.

17.3 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

**18. Architectural Control.**

18.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

18.2 Membership. There is no requirement that any member of the ACC be a ~~member~~Member of the Association.

18.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within the Community by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the

consent of Declarant and Builders, which may be granted or denied in their sole discretion.

18.4 Master Plan. Declarant has established or may establish an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING THE COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW THE COMMUNITY WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

18.5 Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements previously constructed. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted or denied in their sole discretion.

18.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant or Builders (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

18.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as determined by the ACC, from time to time. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

18.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

18.8.3 No later than thirty (30) days after receipt of all information required by the

ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.8.4 Construction of ~~a~~a Home on a Vacant Lot must be completed within one (1) year from the date of purchase of the Vacant Lot. Construction of any other improvements shall be completed within the time period set forth in the application ~~and~~ approved by the ACC. If the application does not set forth a time period for completion of the improvements, the ACC's approval of the application shall set forth the time period within which the improvements must be completed and if none is set forth therein, one year from the date of the ACC's approval. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

18.8.5 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

18.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in the Community shall be

kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of their respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion. There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all Owner's contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

18.12.2 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in the Community.

18.12.3 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within the Community. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner shall include the same therein.

18.13 Inspection. There is specifically reserved to the Association and the ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Community at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

18.16 Certificate. In the event that any Owner fails to comply with the provisions

contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

18.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the ACC shall issue a Certificate of Compliance to the Owner, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 18.17.

18.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Declarant, Builders, or their nominees, including without limitation, improvements made or to be made to the Common Areas or CDD Facilities, or any Lot or Home, shall not be subject to the review of the ACC, the Association, or the provisions the Community Standards.

18.19 Exculpation. The Declarant, the Highland Meadows CDD , the Association, Builders, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Highland Meadows CDD, the Association, Builders, or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold harmless the Declarant, the Highland Meadows CDD, Builders, and each of their shareholders, members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## **19. Enforcement.**

19.1 Right to Cure. Should any Owner do any of the following:

19.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD;

19.1.2 Cause any damage to any improvement or Common Areas or CDD Facilities;

19.1.3 Impede the Declarant, the Highland Meadows CDD or the Association from exercising its rights or performing its responsibilities hereunder;

19.1.4 Undertake unauthorized improvements or modifications to any Lot, the Common Areas or the CDD Facilities; or



19.1.5 Impede Declarant from proceeding with or completing the development of the Community; then Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

19.1.6 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option: (a) Commence an action to enforce the performance on the part of the Owner, or (b) to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.1.7 Commence an action to recover damages; and/or

19.1.8 Take any and all action reasonably necessary to correct the violation or breach.

19.2 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.3 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

19.4 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or, where applicable, the Highland Meadows CDD, Owners, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

19.5 Fines and Suspensions. The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2015), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SWFWMD.

19.5.1 A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.5.2 A fine or suspension may not be imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a

hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed by the Board. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 19.5.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

19.5.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be approved. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.5.4 The Board may impose a fine against the Owner in an amount not to exceed One Hundred and no/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after submittal of notice of the imposition of the fine to the Owner, tenant, guest or invitee. All monies received from fines shall be allocated as directed by the Board. Any fine of One Thousand Dollars (\$1,000.00) or more shall constitute a lien against the applicable Lot, and a fine shall further be foreclosed to the extent otherwise permitted under Florida law.

19.6 Attorneys' Fees and Costs. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action, in addition to such other amounts as may be authorized by Florida law, and such sums shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

## **20. Additional Rights of Declarant and Builder.**

20.1 Sales and Administrative Offices. Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Community and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or Builders or others outside of the Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Community, including Common Areas or CDD Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas or CDD Facilities, as applicable, to show Lots or Homes. The sales offices, models, signs and all items pertaining to development and sales remain the property of Declarant and/or Builders, as applicable. Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

20.2 Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which

Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Any modification of the development plans for the Community, including without limitation, amendments to the Master Plan, modification the boundary lines of the Common Areas, granting easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, shall require the Builders' prior written consent, which may be withheld for any reason.

20.3 Promotional Events. Prior to the Community Completion Date, Declarant, Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within the Community and/or on the Common Areas without any charge for use. Declarant, Builders, their agents, affiliates, or assignees shall have the right to market the Community in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Community, Common Areas, Parcels and Homes constructed in the Community. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

20.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant and Builders shall have the right, without charge, to use the Common Areas and CDD Facilities for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant and Builders outside of the Community.

20.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

20.6 Management. Declarant may manage the Common Areas by contract with the Association. Declarant also may contract with a third party ("**Manager**") for management of the Association and the Common Areas.

20.7 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across the Community so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners or Builders. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion. Notwithstanding the foregoing, the Declarant is required to obtain the prior written consent of any Builder whose Lot shall be affected by new or relocated easements before such easements affect such Builder's Lot.

20.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto,

including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

20.9 Additional Development. If Declarant withdraws portions of the Community from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

20.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of the Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on the Community or adjacent to or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

20.11.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE COMMUNITY AND THE VALUE THEREOF;

20.11.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR POLK COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

20.11.3 THE PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

20.11.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE

DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS, INCLUDING, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.13 Venue. EACH OWNER ACKNOWLEDGES THAT REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN **POLK** COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN **POLK** COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN **POLK** COUNTY, FLORIDA.

20.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS A RIGHT AND AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION AND TO OBTAIN ADVICE AND COUNSEL THEREON. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, BUILDER, THEIR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, BUILDER, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

~~20.15~~ Duration of Rights. The rights of Declarant and Builders set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of:

20.15 (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant or any Builder recorded in the Public Records.

20.16 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of the Community, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's prior review and prior written consent. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

20.17 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in the Community shall be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section 20.17 shall not apply to Builders.

20.18 Use Name of "HIGHLAND MEADOWS PHASE 4A". No person or entity shall use the name "HIGHLAND MEADOWS PHASE 4A," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of **HIGHLAND MEADOWS PHASE 4A** name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "HIGHLAND MEADOWS PHASE 4A" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community. This Section 21.18 shall not apply to Builders.

20.19 Density Transfers. If the record title owner of a Parcel develops such Parcel so that the number of Lots contained therein is less than the allowable number of Lots allocated by governmental authorities, the excess allowable Lots not used by the record title owner of the Parcel (with respect to that Parcel) shall inure to the benefit of the Declarant.

**21. Refund of Taxes and Other Charges.** Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

**22. Assignment of Powers.** All or any part of the rights, exemptions and powers and reservations of Declarant herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records. Notwithstanding the forgoing, so long as a Builder owns a Lot and is (i) actively constructing a Home thereon or (ii) actively marketing a completed Home for sale to a purchaser, the Declarant's right to make any such assignment is subject to such Builder's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**23. General Provisions.**

23.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

23.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

23.3 Execution of Documents. Declarant's plan of development for the Property including, without limitation, the creation of one or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of the Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to the Community or any portion(s) thereof.

23.4 Affirmative Obligation of the Association. In the event the Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

23.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission.

23.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

23.7 Litigation. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained.

23.8 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT, BUILDERS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i)

THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

23.9 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). Declarant's plan of development for the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS, MODIFICATIONS AND TERMINATION OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, at the time of the Community Completion Date, the Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

23.10 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of the Community. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

23.11 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board has approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

23.12 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use



rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

23.13 Enforcement of Governing Documents. Enforcement of the Governing Documents, including without limitation this Declaration, may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, Builders, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

## **24. Surface Water Management System.**

24.1 General. The Highland Meadows CDD shall be responsible for maintenance of SWMS in the Community. All SWMS within the Community, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the CDD Facilities and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the Highland Meadows CDD's ultimate responsibility for the maintenance of SWMS, the Association shall have the right to enforce the provisions of this Section 25 to the extent the Highland Meadows CDD does not take enforcement action.

24.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior consent of SWFWMD. 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 SWMS. To the extent there exists within the Community 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 SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

24.1.2 No Owner, Builder or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Highland Meadows CDD, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

24.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, the Highland Meadows CDD or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, wading, or swimming in such areas allowed.

24.1.4 The maintenance of all SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the CDD. The CDD may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be part of the District Maintenance Special Assessments. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

24.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the Association, the [Highland Meadows](#) CDD and the Declarant, its successors and assigns.

24.1.6 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association and the Highland Meadows CDD to compel it to correct any outstanding problems with the SWMS.

24.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SWFWMD.

24.1.8 If the Highland Meadows CDD shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

24.1.9 No owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the SWMS and drainage easements described in the Permit and Plat of the subdivision, unless prior approval is received from the SWFWMD Regulation Department and from Declarant.

24.1.10 Each Owner within the Community at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

24.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the wet retention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD's Surface Water Regulation Manager.

24.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the CDD's responsibilities for the SWMS, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment that would affect the SWMS must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the Permit.

24.3 Provision for Budget Expense. In the event the Community has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Permit.

24.4 Wetland Conservation Areas. Parcels and/or Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, SWFWMD or any governmental agencies having jurisdiction. Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD Surface Water Regulation Manager. NEITHER THE DECLARANT, THE HIGHLAND MEADOWS CDD , BUILDERS NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATER BODIES IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE DECLARANT, HIGHLAND MEADOWS CDD-, BUILDERS NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT

ARE BEYOND THE CONTROL OF THE DECLARANT, HIGHLAND MEADOWS CDD , BUILDERS AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, HIGHLAND MEADOWS CDD, BUILDERS OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

24.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with the Community. Activities prohibited within the conservation areas include, but are not limited to, the following:

24.5.1 No structures or construction of any kind may be erected;

24.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

24.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing bio-systems or ecosystems; or (iv) recovery of an impaired system;

24.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

24.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

24.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

24.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

24.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

24.5.9 No Owner within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded plat(s) of the Community, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the SWFWMD and Declarant; and

24.5.10 Each Owner within the Community 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 SWFWMD.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE [HIGHLAND MEADOWS](#) CDD IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE [HIGHLAND MEADOWS](#) CDD.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**HMD III, LLC , LLC**, a Florida limited liability company

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of **HMD III, LLC**, a Florida limited liability company, on behalf of the company, and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name: \_\_\_\_\_

My commission expires:

**JOINDER OF ASSOCIATION**

HIGHLAND MEADOWS 4A HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in this COMMUNITY DECLARATION FOR HIGHLAND MEADOWS PHASE 4A (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses:

HIGHLAND MEADOWS 4A HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of HIGHLAND MEADOWS 4A HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or \_\_\_\_\_ who has produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name: \_\_\_\_\_

My commission expires:

**MORTGAGEE'S CONSENT, SUBORDINATION AND JOINDER**

This Consent, Subordination and Joinder (the "Joinder") by \_\_\_\_\_, a \_\_\_\_\_ banking corporation ("Mortgagee") is made this day of \_\_\_\_\_, 20\_\_.

For good and valuable consideration the receipt of which is acknowledged, the Mortgagee, as owner and holder of the Mortgage, dated \_\_\_\_\_, 20\_\_ and recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, of the Public Records of Polk County, Florida (as subsequently amended, the "Mortgage"), securing all of the real property described therein, hereby consents to the making and recording of the COMMUNITY DECLARATION FOR HIGHLAND MEADOWS PHASE 4A to which this Joinder is attached (the "Declaration"). Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration. Provided always, nevertheless, that nothing herein contained shall in anyway impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained shall be construed as an assumption by Mortgagee of any obligations of the grantor of the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses:

\_\_\_\_\_, a \_\_\_\_\_ banking corporation

By:

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, INC., a \_\_\_\_\_ banking corporation, on behalf of the corporation, and who is personally known to me or who has produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name: \_\_\_\_\_

My commission expires:

**JOINDER**

HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**Highland Meadows CDD**") does hereby join in this COMMUNITY DECLARATION FOR HIGHLAND MEADOWS PHASE 4A (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The CDD agrees this Joinder is for the purpose of subjecting any lands within the Community (as defined in the Declaration) and owned by the Highland Meadows CDD to the terms of this Declaration which shall run with such lands. Further, the Highland Meadows CDD agrees this Joinder also is for the purpose of evidencing the CDD's acceptance of the rights and obligations provided in the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA                    )  
COUNTY OF                            )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the CDD, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name: \_\_\_\_\_



**EXHIBIT 1**  
**LEGAL DESCRIPTION**

**EXHIBIT 2**  
**ARTICLES OF INCORPORATION**

**EXHIBIT 3**

**BYLAWS**

**EXHIBIT 4**  
**SWFWMD PERMIT**