

INSTR # 2018240100
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Prepared by and Return to
Daniel F. Pilka, Esquire
PILKA & ASSOCIATES, P.A.
213 Providence Road
Brandon, Florida 33511
(813) 653-3800 \$ (863) 687-0780

**THIRD AMENDMENT TO THE DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HIGHLAND SQUARE HOMEOWNERS
ASSOCIATION, INC.**

WHEREAS, the members of the Highland Square Homeowners Association, Inc., a Florida not-for-profit corporation (the AAssociation@), desires to amend the Declarations of Covenants, Conditions and Restrictions as recorded in Official Records Book 05245, Pages 0665 through 0678 of the Public Records of Polk County, Florida, the Amendment of the Declarations of Covenants, Conditions and Restrictions as recorded in Official Records Book 18443, Page 1662, Public Records of Polk County, Florida, and the Second Amendment to the Declarations of Covenants, Conditions and Restrictions as recorded in Official Records Book 9982, Pages 986 through 993, Public Records of Polk County, Florida (referred herein collectively to as the ADeclarations@), and

WHEREAS, the Association desires to comply with Chapter 720, Florida Statutes, as it may be amended from time to time, said Declarations shall be amended as follows:

Add Article IV, Section 10 to read:

Section 10: INDIVIDUAL ASSESSMENTS. Assessments for which one or more Owners (but less than all Owners) within HIGHLAND SQUARE, is subject to individual assessments for such things as costs of special services provided to a home or Owner or cost relating to enforcement of provisions of these Declarations or the architectural provisions hereof, as it relates to particular Owner or home. Further, in the event an Owner fails to maintain the exterior of his or her home (other than those portions of a home maintained by the Association) in a manner satisfactory to the Association, the Association shall have the right through its agent and employees, to enter upon the home and to repair, restore and maintain the home as required by this Declaration. The cost thereof, plus reasonable administrative expenses of Association, shall be an individual assessment. Further, in the event that Association decides it is in the best interest of the HIGHLAND SQUARE community that Association perform any obligations of an Owner under this Declaration, the cost of performing such obligation shall be an individual assessment. The lien for an individual assessment may be foreclosed in the same manner as any other assessment.

Add Article V, Section 19 to read:

Section 19: MODIFICATION OR CHANGE IN BUILDING OR OTHER STRUCTURE. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration therein be made, until plans and specifications, color schemes, plot planning, grading plan, or other information satisfactory to the Association shall have been submitted to and approved in writing by the Association. In so passing on such plans, specifications and other requirements, the Association may take into consideration the suitability of the proposed building or other structure, materials and/or color of which is to be built, to the site on which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or modification to it or other structure as planned on the outlet from adjacent or neighboring property. Two (2) sets of plans, specifications and plot plans shall be submitted to the Association by the Owner prior to applying for building permits. Submittals and resubmittals of plans shall be approved or disapproved within thirty (30) days after receipt by the Association. Failure of the Association to respond in writing to a submittal or resubmittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The Association=s approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans to be returned to the Owner. Whenever the Association disapproves plans, the Association shall specify the reason or reasons for such disapproval.

Add Article V, Section 20 to read:

Section 20: MAINTENANCE BY OWNERS. All lawns, landscaping and sprinkler systems 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 general appearance of the HIGHLAND SQUARE community by the Owners of each home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements located upon the Property.

Amend Article VI as follows:

ARTICLE VI
ACOMPLIANCE WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SURFACE
DRAINAGE REQUIREMENTS INCLUDING RESTRICTIONS,
ENFORCEMENT RIGHTS, AND ASSESSMENTS FOR
MONITORING AND MAINTENANCE@

SECTION 1. It shall be the responsibility of each owner in the subdivision, at the time of construction of a building, residence or other structure, to comply with the construction plans approved and on file with the ~~St. Johns River Water Management District~~ Southwest Florida Water Management District as part of the surface water management system for development of the Subdivision.

SECTION 2. No permanent building, residence or structure of any kind shall be constructed by any owner within that portion of any unit designated on the Subdivision plat as a drainage easement.

SECTION 3. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined by the ~~St. Johns River Water Management District~~ Southwest Florida Water Management District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

SECTION 4. ~~St. Johns River Water Management District~~ Southwest Florida Water Management District, shall have the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

SECTION 5. If the subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the ~~St. Johns River Water Management District~~ Southwest Florida Water Management District, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the ~~St. Johns River Water Management District~~ Southwest Florida Water Management District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

SECTION 6. If the Association ceases to exist, all of the owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity acceptable to the ~~St. Johns River Water Management District~~ Southwest Florida Water Management District assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

Article VII, Section 1 is amended as follows:

SECTION 1. ENFORCEMENT. ~~The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.~~ The Association, or any owner has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by or pursuant to the provisions of these Declarations. If an owner or the Association is the prevailing party in any litigation involving these Declarations, then that party also has the right to recover all costs and expenses incurred, including reasonable attorney fees, for all trials and appellate proceedings, if any. If the Association employs an attorney to interpret or enforce the provisions of this Declaration against any owner, regardless of whether suit is brought, the cost and expense of such interpretation or enforcement, including reasonable attorney fees, may be assessed against such owner=s lot as an individual assessment. Failure by the Association or any Owner to enforce any provisions contained in this Declaration, does not constitute a waiver of the right to do so at any time.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 24 day of October, 2018.

WITNESSES:

Stacy L. Travis
Signature

Stacy L. Travis
Printed Name

[Signature]
Signature

Lisa Kress
Printed Name

Highland Square Homeowners Association

By: [Signature]
Margaret McCorkle, President

Attested to by:

By: [Signature]
Signature of Secretary

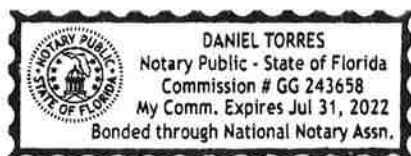
Andrew Kress
Printed Name

STATE OF FLORIDA

COUNTY OF POLK

BEFORE ME personally appeared Margaret McCorkle ^{et al}
Michael Littleman and
Andrew Kress, who executed the foregoing instrument, and
acknowledged to and before me that they executed said instrument for the purposes
therein expressed.

Sworn to and subscribed before me this 24 day of October, 2018



[Signature]
Notary Public, State of Florida

Daniel Torres
Print, Type or Stamp Name of Notary

G Personally known to me, or
G Produced identification
Type of identification produced:
