

Jim Smith
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF ASSOCIATION OF
OF
HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC.
(a Corporation Not For Profit)**

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

ARTICLE I - NAME

The name of this Association shall be HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC., (the "Association"), and it shall be located at 4110 S. Florida Ave., Lakeland, FL 33813.

ARTICLE II - INITIAL REGISTERED OFFICE & AGENT

The street address of the initial registered office of the Association, until changed by the Board of Directors, shall be 4110 S. Florida Ave., Lakeland, FL 33813, and the name of the initial registered agent of the Association at that address is Robert J. Adams.

ARTICLE III - PURPOSES AND POWERS

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

- A. To manage, maintain, construct and repair for the use of its members, their guests, and invitees all common area improvements now on or to be placed upon HIGHLAND SQUARE subdivision; which improvements shall be for recreational purposes and utilities in conjunction therewith, storm water management system together with all lawns, shrubbery and trees located thereupon. The use of said common facilities shall be governed in accordance with these Articles of Association and By-Laws hereinafter enacted.
- B. To manage, maintain and repair ingress, egress and utility easements over, under and across said subdivision.
- C. To enact rules of use and to maintain its ownership in any lot or parcel of real property that may be conveyed to the Association for the common use of all members.
- D. To enforce the Restrictive Covenants and Conditions of the HIGHLAND SQUARE subdivision as recorded in the public records of Polk County, Florida either on its own account or in conjunction with other lot owners.
- E. To modify said Restrictive Covenants and Conditions in a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to lot line setback requirements and the placement of garages with a sideyard setback.
- F. To place Easements of record, if necessary, for utility and drainage along the perimeter of any lot line in HIGHLAND SQUARE subdivision.
- G. To maintain and improve traffic control signs, subdivision and roadway name designation signs within HIGHLAND SQUARE.

H. To maintain and improve private lighting for either decorative effect or security purposes within said subdivision.

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

J. To obtain insurance for loss purposes, whether by casualty or liability, covering Directors, Officers, Committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association.

K. To own and convey property and to pay real estate taxes and utilities attributable thereto and to the common improvements and use thereof.

L. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit # 40-105-75992-2 requirements and applicable District Rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

M. It shall have the right, but not the duty, to maintain improved or unimproved lots within HIGHLAND SQUARE wherein Lot owners have failed to maintain same in keeping said Lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said Lot owner. It shall have an easement and license of entry over any Lot within HIGHLAND SQUARE subdivision for the purpose of this maintenance.

N. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected with interest, by legal action, if necessary.

O. To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under those Restrictive Covenants and Conditions recorded in the Public Records of Polk County, Florida; its Articles of Association; By-Laws; Rules and Regulations.

P. To operate and maintain common property, specifically the surface water management system as permitted by the St. Johns River Water Management District, including all lakes, retention areas, culverts and related appurtenances.

Q. To transact any and all lawful business.

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

B. During the month of December in each year, commencing in 2003, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing year. Annual assessments shall be payable in advance on or before December 31st of each preceding year with the initial annual assessment payable on or before December 31, 2003, for the year 2004. The amount of an

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equal assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. Special assessments for these purposes may from time to time be made by the Association.

C. The call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than ten (10) days from the date the call is made) time and place of said meeting; and shall be mailed to all lot owners at the last addresses for said owners on the books and records of the Association or to the Lot owner's addresses as shown on the Polk County Tax Rolls. The amount of each year's annual assessments and charges shall be determined at the annual meeting by the affirmative written vote of a majority of those Lot owners present, in person or proxy, at said meeting who, in voting, either affirmatively or negatively in writing, shall be deemed a member of the Association in accordance with Article IV.

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

E. The Association shall be empowered through its officers and Board of Directors to place a charging lien against the Lot owner's property for non-payment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said Lot whether 'a before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any Lot and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges and costs on the part of the Association that have accrued to the date that it has taken title to said Lot.

ARTICLE IV - MEMBERS

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

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

CLASS B. The Class B member(s) shall be the Declarant and Declarant shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or (B) On December 31, 2007.

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

A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and costs of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the

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Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and invitees.

ARTICLE V - DISSOLUTION

If the Association is terminated, dissolved, or liquidated, the responsibility for the operation and maintenance of the surface water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI - MANAGEMENT

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

ARTICLE VII - OFFICERS

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

R. DENNIS CORBETT, President, 3900 S. Florida Ave., Lakeland, FL 33813
D. JOEL ADAMS, Vice President, 4110 S. Florida Ave., Lakeland, FL 33813
BRIAN WALSH, Secretary/Treasurer, 4110 S. Florida Ave., Lakeland, FL 33813

ARTICLE VIII - DIRECTORS

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

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

Robert J. Adams	R. Dennis Corbett	D. Joel Adams
4110 S. Florida Ave.	3900 S. Florida Ave.	4110 S. Florida Ave.
Lakeland, FL 33813	Lakeland, FL 33813	Lakeland, FL 33813

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

4. At each annual meeting the members of the Association shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such members shall serve until the next annual meeting of the Association.

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

6. No member of the Board of Directors or any committee of the Association or any officer of the Association shall be liable to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group; provided that such person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

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

The Board of Directors from time to time may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by a majority vote of the members present.

ARTICLE IX


The Association through its membership, shall have the absolute right to modify all of the Restrictive Covenants and Conditions pertaining to HIGHLAND SQUARE subdivision as recorded in the Public Records of Polk County, Florida, by amendment, deletion or addition thereto upon the written direction of 75% or more of the membership in the Association, except that any amendment which would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the St. Johns River Water Management District or its successor agency.

Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to HIGHLAND SQUARE hereinabove referenced, other amendments to these Articles of Association shall be approved by the Board of Directors, proposed by them to the members and shall require the approval of at least 2/3 vote of all members.

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

IN WITNESS WHEREOF, the undersigned, as subscriber to these Articles of Association, has hereunto set his hand and seal at Lakeland, Polk County, Florida, this 6th day of December, 2002.

SUBSCRIBER:


ROBERT J. ADAMS

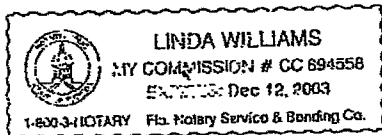
ADDRESS:

4110 S. Florida Ave.
Lakeland, FL 33813

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT J. ADAMS to me known to be the person described in these Articles of Association or who has produced N/A as identification and who acknowledged before me that he executed the same as Subscriber, and who ~~did not~~ take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of December, 2002.



Linda Williams
Notary Public-State of Florida
Linda M. Williams
Printed Name of Notary Public
Serial No. (if any) CC 894558

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE. NAMING AGENT UPON WHO PROCESS MAY BE SERVED:

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

HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Articles of Incorporation, County of Polk. State of Florida has named ROBERT J. ADAMS, 4110 S. Florida Ave., Lakeland, Florida 33813, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

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

Robert J. Adams

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RECORDED 01/29/2003 08:45:30 AM
RICHARD H WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 28.50
RECORDED BY T Williams

BYLAWS
OF
HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC.

Article I
Name

This corporation shall be known as HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter called the "association") as set forth in Articles of Incorporation filed with the Secretary of State (hereinafter called the "articles").

Article II
Offices

The principal office of the association shall be 4110 S. Florida Ave., Lakeland, FL 33813, in the City of Lakeland, County of Polk and State of Florida. The association may also have offices at such other places both within and without the State of Florida as the board of directors may from time to time determine or the business of the association may require.

Article III
Definitions

Section 1. "Association" shall mean and refer to HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the master declaration of covenants and conditions and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 3. "Common Area" shall mean all real property, if any, and easements (including the improvements thereto) owned by the association, or granted to the association for the common use and enjoyment of the owners, including but not limited to the operation and maintenance of the surface water management system as permitted by the St. Johns River Water Management District including all lakes, if any, retention areas, culverts and related appurtenances.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas and dedicated areas within the development.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" or "Developer" shall mean and refer to KINGS PARTNERSHIP, a Florida General Partnership, its successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the master declaration of covenants and conditions applicable to the properties recorded in the official record books of Polk County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in Article IV of the Articles of Incorporation.

Prepared by re: ~ to:
D. BRIAN KUEHNER, P.A.
1921 SOUTH FORK DRIVE, STE. 4
LAKELAND, FL 33813-2078

Article IV
Meetings of Members

Section 1. Annual meetings: the first annual meeting of the members shall be held in December, 2003 on a date determined by the board of directors and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special meetings: special meetings of the members may be called at any time by the president or by the board of directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of meetings: written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the articles of incorporation, the declaration, or these bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies: at all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Article V
Board of Directors

Section 1. Number: the affairs of this association shall be managed by a board of directors, who need not be members of the association. The number of directors shall always be an odd number no less than three (3) or more than nine (9).

Section 2. Term of office: at the first meeting the members shall elect three (3) directors for a term of one year.

Section 3. Removal: any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: no director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action taken without a meeting: the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article VI
Powers and duties of the board of directors

Section 1. Powers: the board of directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the common areas and dedicated areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment for more than thirty (30) days of any assessment levied by the association. Such rights may also be suspended after notice and hearing, for as period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these bylaws the articles of incorporation, or the declaration;

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

(e) enter into management agreements or employ a manager, an independent contractor, or such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties: it shall be the duty of the board of directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the class a members who are entitled to vote;

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

(c) as more fully provided in the declaration

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

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period, and;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(e) procure, pay for and maintain adequate liability and hazard insurance on real and personal property owned by the association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) cause the common areas and dedicated areas to be maintained.

Article VII
Officers

Section 1. Enumeration of officers: the officers of this association shall be a president, vice president and a secretary/treasurer, who shall at all times be members of the board of directors, and such other officers as the board may from time to time by resolution create.

Section 2. Election of officers: the election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

Section 3. Term: the officers of this association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special appointments: the board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may, from time to time, determine.

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

Section 6. Vacancies: a vacancy in any office may be filled by appointment by the board of directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple offices: the offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other office except in the case of special offices created pursuant to section 4 of this article.

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

President

(a) the president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) the vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board of directors.

Secretary/Treasurer

(c) the secretary-treasurer shall record the votes and keep the minutes of all meetings and proceedings of the board of directors and of the members; keep the corporate seal of the association and affix it on all papers requiring said seal; serve notice of meetings of the board of directors and of the members; keep appropriate current records showing the members of the association together with their addresses; receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the association; keep proper books of account; cause an annual audit of the association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Article VIII
Committees

Section 1. Creation and function of committees: the board of directors may, by resolution passed by a majority of the whole board, designate committees, each to consist of two (2) or more of the directors of the association. Committees shall have such functions and may exercise the powers of the board of directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 2. Meetings of committees: regular meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by such committee, and special meetings of the committees may be called by any member thereof upon two (2) days notice to each of the

other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in section 3 or article iv of these by laws (pertaining to notice for directors' meetings).

Section 3. Vacancies on committees: vacancies on the committees shall be filled by the board of directors then in office at any regular or special meeting.

Section 4. Quorum of committees: at all meetings of the committees, a majority of the committee's membership in office shall constitute a quorum for the transactions of business.

Section 5. Manner of acting of committees: the acts of a majority of the members of the committees, present at any meeting at which there is a quorum, shall be the act of such committee.

Section 6. Minutes of committees: committees shall keep regular minutes of their proceedings and report the same to the board of directors when required.

Article IX **Books and Records**

The books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The declaration, the articles of incorporation, and the bylaws of the association shall be available for inspection by any member at the principal office of the association, where copies may be purchased at reasonable cost.

Article X **Fiscal year**

The fiscal year of the association shall begin on January 1.

Article XI **Rules of Order**

Robert's rules of order shall be the parliamentary authority for all matters of procedure not specifically covered by these by laws.

Article XII **Amendments**

Section 1. These bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is class B membership.

Section 2. In the case of any conflict between the articles of incorporation and these bylaws, the articles shall control; and in the case of any conflict between the declaration and these bylaws, the declaration shall control.

Article XIII **Assessments**

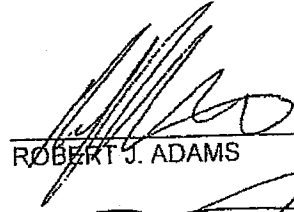
As more fully provided in the declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The association may bring an action of law against the owner personally obligated to pay the

same or foreclose the lien against the property, and interest and cost and all attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

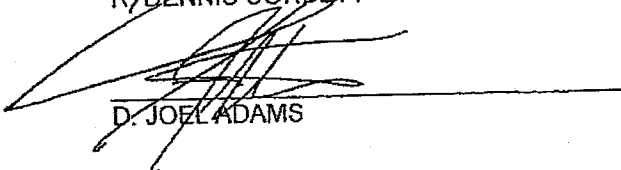
Article XIV
Corporate Seal

The association shall have a seal in circular form having within its circumference the words: HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit.

In witness whereof, we, being all of the directors of HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 6th day of December, 2002.


ROBERT J. ADAMS


R. DENNIS CORBETT

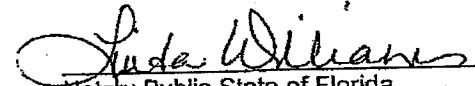

D. JOEL ADAMS

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by ROBERT J. ADAMS, R. DENNIS CORBETT, AND D. JOEL ADAMS, who are personally known to me or have produced N/A as identification and who did (did not) take an oath.

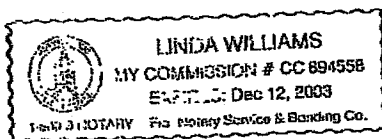
My Commission Expires: 12-12-03

(Affix Notarial Seal)


Notary Public, State of Florida

Print Name: Linda Williams

Serial No. CC 894558



Prepared by & return to:
D. BRIAN KUEHNER, P.A.
4921 SOUTHFORK DRIVE, STE. 4
LAKELAND, FL 33813-2078

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

INSTR # 2003018223

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RECORDED 01/29/2003 08:45:30 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY

RECORDING FEES 64.50
RECORDED BY T Williams

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HIGHLAND SQUARE
HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by **KINGS PARTNERSHIP, a Florida General Partnership**, (the Developer or Declarant), the Owner of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" hereafter (the Property).

WITNESSETH:

WHEREAS, Declarant is the owner of the property.

NOW THEREOF, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, except as provided below.

**ARTICLE I
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to **HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner whether one or more persons or Entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Areas" shall mean all real property owned by **HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC.**, or easement rights granted to the Association to be used and enjoyed equally by all lot owners, including

that portion of the platted subdivision that is designated as a retention area for the purposes of holding storm and drainage water. The Association shall operate and maintain the surface water management system facilities, if any. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements, drainage retention areas, and/or surface water management facilities within the Subdivision. Common areas shall also mean street lighting and any other areas referred to as common areas on the plat.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

SECTION 6. "Maintenance" shall mean the exercise of reasonable care in keeping the common areas in an acceptable condition. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation, maintenance, and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

SECTION 7. "Declarant" shall mean and refer to all Owners, their successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common areas hereof which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

(B) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(C) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or, utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an Instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. DECLARATION OF USE. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenant's or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership.

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

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership or

(B) On December 31, 2007.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges (2) special assessment for capital improvements (3) lake lot assessments, if applicable: all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was

the owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common areas, including but not limited to the operation and maintenance of the surface water management system. The assessment shall also be used to maintain the landscaping and other improvements on the boulevards, entrances, medians and other dedicated areas within the properties. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the properties, if necessary.

SECTION 3. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS.

(A) The initial maximum annual assessment against owners other than Declarant shall be **One-Hundred Fifty (\$150.00)** Dollars per lot, Declarant shall not be responsible to pay any assessment for lots owned by Declarant until seventy-five (75%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five (75%) of the lots by Declarant, Declarant shall commence paying an annual assessment for each lot then owned by Declarant, however, said assessment shall only Commence when a home has been constructed on each lot, and the certificate of occupancy has been issued by the Municipality governing same. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from owners other than Declarant.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(C) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(D) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all votes of each class of membership shall constitute a quorum.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve (12%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V
USE RESTRICTIONS**

SECTION 1. VIOLATION. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or person violating these restrictions the costs incurred by such prevailing party including reasonable attorneys fees. Invalidation of any of these covenants by Judgment of Court Order shall in no wise affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

SECTION 2. RESIDENTIAL LOTS. All lots included within the real estate to which these Restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of the said lots, other than one single family dwelling unit not to exceed thirty-five (35) feet in height. The limitation of two stories shall not be construed to prohibit a tri-level dwelling house, but any two story, split level or tri-level dwelling house shall have an enclosed inside living area of not less than the minimum square footage hereafter set forth. All dwelling houses shall have a minimum of a two-car garage. No carport shall be allowed. These Restrictions preclude and prohibit the construction of basements under any dwelling. With the approval of the Developer, the garage may be enclosed to accommodate a sales model office. Should Developer sell the model with enclosed garage area, the enclosed garage area does not have to be converted back to a garage and does not have to have a moveable overhead garage door.

No garage shall be erected on any lot in said subdivision prior to the construction of a dwelling. If a garage is built simultaneously with, or subsequent to the construction of the dwelling, it shall conform architecturally with the dwelling and shall be constructed of the same materials. All garages shall have movable overhead doors.

The minimum square footage of living area shall not be less than one thousand (1000) square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches and covered walkways, breezeways and approaches. All construction shall be of new materials.

SECTION 3. No building shall be located upon any residential building lot which is not in compliance with the setback requirements approved for the property by the County of Polk.

SECTION 4. NO OFFENSIVE ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a public nuisance.

SECTION 5. NO TEMPORARY STRUCTURES. Unless otherwise specifically allowed or permitted under these covenants, no out-building (other than a utility shed), trailer, basement, tent, shack, garage, barn, tool house, or other outbuilding shall at any time be placed temporarily or permanently upon the property. A doghouse shall be permitted in the back yard as long as the back yard is enclosed by a six (6) foot privacy fence. A utility shed will be permitted as long as said utility shed is no higher than eight (8) feet in height, said utility shed is architecturally complimentary to the dwelling house, and said utility shed is located in the back yard and the back yard is enclosed by a six (6) foot privacy fence.

SECTION 6. FENCES. All fences shall not exceed six (6) feet in height across the rear lot line and the side lot lines running from the rear of the property line and no further than to incorporate a side entry garage door. All fences to be erected from the street back to connect to the six (6) foot rear fence shall not exceed three (3) feet in height.

SECTION 7. AERIALS: ANTENNAS. Exterior radio aerials, television or cable antennas shall not be attached to the front or side of any dwelling house, but, if used, shall be located at the rear thereof. Additionally, no aerials, television or cable antennas shall be extended to a height of more than fifteen (15) feet above the roof ridgeline to which the aerials, cable or antenna is constructed.

No satellite antenna (commonly referred to as discs or dishes) shall be erected or located upon the property in any location unless completely surrounded by fence or hedge. A small satellite antenna, if approved by the Architectural Control Committee prior to installation, shall be erected on the rear of the property, above the roofline.

SECTION 8. OUTDOOR CLOTHES DRYING. No outdoor clothes drying shall be allowed.

SECTION 9. EASEMENTS. The Declarant, for itself and its successors and assigns, hereby reserves and is given a Perpetual, alienable and releasable easement, privilege and right on, over and under (1) the common areas (2) all easements of record shown on the plat of **HIGHLAND SQUARE** in the Public Records of Polk County, Florida.

(A) The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and right referred to in this section so

long as the Declarant shall own at least one (1) lot within the property. The owners of the lot subject to the privileges, rights, and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements and the sole and the exclusive property of the Declarant and its successors and assigns.

SECTION 10. PARKING. All motor vehicles located on any lot shall carry a current year's license tag registration. No house-trailers or mobile homes shall be parked on any lot at any time. Additionally, there shall be no parking of any trucks of any nature, including vans and/or campers upon the rights-of-way of the platted roadways within or outside of and adjacent to the subdivision. Further, there shall be no parking of any trucks of any nature, other than pick-up trucks, vans or campers upon a lot. Pick-up trucks vans or campers must be temporarily parked only on the concrete driveway. No vehicles may be stored upon any lot other than boats, boat trailers and campers, which must be stored either in the garage or in the back yard within a six (6) foot privacy fence. All motor vehicles, cycles and other engine-run apparatus located and/or run within the subdivision by a lot owner, their guests, and/or invitees, will carry legal sound control devices as prescribed by the manufacturer, and must be parked only on the concrete driveway.

SECTION 11. PETS. No livestock, poultry or other farm animals of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept on a lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash and/or a secure enclosure are used in the keeping of them.

SECTION 12. RESTRICTION WAIVER. In the event that a violation of any of these restrictions shall inadvertently occur which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board of Directors of the Homeowners Association shall have the right and authority to waive such a violation.

SECTION 13. TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

SECTION 14. SIGNS. No sign of any kind may be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the property during the initial construction and sales period.

SECTION 15. COMMON AREAS. No improvements shall be constructed upon any portion of the common areas without the approval of the Board of Directors of the Homeowners Association. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the property for the use and

benefit of all lot owners. Common areas are not for the use of dogs, cats, or other household pets.

(A) No activities constituting a nuisance shall be conducted upon common areas.

(B) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon common areas.

(C) The Association may from time to time adopt reasonable rules and regulations concerning the use of the common area which shall be binding upon all members of the Association.

(D) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the common areas. Said insurance policies shall be in the name of the Association for the benefit of the Association members and owners of record and such other parties as the Association subject to such conditions and with such provisions as the officers or Board of Directors Declaration. The Board of Directors may obtain such other type of Insurance as they deem advisable.

(E) At all times hereafter, all capital improvements to the common areas, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the common areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

SECTION 16. PROPERTY MAINTENANCE. In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon which is not in accordance with the covenants, conditions and restrictions outlined herein, including landscaping, grass and shrubbery, the owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the owner fails to do so, the Homeowners Association shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose for repairing, maintaining and restoring the lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the owner of said lot. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the Mechanics Lien Law of the State of Florida, and the owner of said lot shall, by virtue of having acquired said lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

SECTION 17. UTILITIES. The City of Haines City, or its successors, has the sole and exclusive right to provide all water and sewage facilities and service to the

property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the City of Haines City, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines or through the septic tank lines and disposal plant owned by and controlled by the City of Haines City, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The City of Haines City has a non-exclusive perpetual easement and right in and to, and over and under property as described in this Declaration and the plat of the property for the purpose of installation and/or repair of water and sewage facilities.

SECTION 18. SWIMMING POOLS. No above ground swimming pool shall be permitted on any lot.

**ARTICLE VI
COMPLIANCE WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
SURFACE DRAINAGE REQUIREMENTS INCLUDING RESTRICTIONS,
ENFORCEMENT RIGHTS, AND ASSESSMENT 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 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, 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. The St. Johns River 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, 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 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 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 GENERAL PROVISIONS

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.

SECTION 2. SEVERABILITY. Invalidation of any of these covenants or restrictions by Judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by two-thirds (2/3) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Notwithstanding the above, the Declarant reserves the exclusive right to modify, repeal or amend this Declaration, in Declarant's sole discretion, for a period of three (3) years from the date this Declaration is recorded, and such amendment can be effected without the approval of any other Lot Owner. Any amendment that would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the St. Johns River Water Management District or its successor agency. Any Amendment must be recorded.

Declarant anticipates and may accomplish platting and developing additional lots under other phases of **HIGHLAND SQUARE**, or properties adjacent to **HIGHLAND SQUARE**, and therefore, Owners, their heirs, personal representatives and assigns retain and reserve the right to amend this Declaration of Covenants, Conditions and Restrictions together with, but not limited to the Articles of Incorporation of **HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC.**, a Florida Non-profit corporation, and its by-laws, without notice and without the authorization or consent of any lot owner, for the purpose of incorporating additional phases to the **HIGHLAND SQUARE** Subdivision as such additional phases are developed.

Section 4. VA APPROVAL. As long as there is a Class B Membership, the following actions will require the prior approval of the VA: Annexation of additional properties, dedication of common area or private drives, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII

The common areas may not be mortgaged or conveyed without the consent of two-thirds (2/3) of the lot owners, excluding the Developer, so long as the Developer is a Class B Member. Upon recordation by Declarant, its successors or assigns, of notice that additional lands have been included as additional phases of **HIGHLAND SQUARE**, the Lot Owners in the additional phases shall automatically become members of the **HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC**

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seal this 22nd day of January, 2003.

Signed, sealed and delivered in the presence of:

KINGS PARTNERSHIP, a Florida
General Partnership
By: Cenco, Inc.,
a Florida General Partnership

Patty A. Jankovic
WITNESS

PRINT NAME: Patty A. Jankovic

Linda Williams
WITNESS

PRINT NAME: Linda Williams

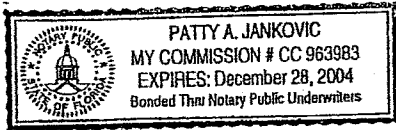
By: Darla D. Lang
Darla D. Lang, President

PRINT NAME: Darla D. Lang
As its: President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me this 22 day of January, 2003, by Darla D. Lang, President of Cenco, Inc., a Florida Corporation, general partner of Kings Partnership, a Florida General Partnership on behalf of the corporation and the partnership. She (☒) is personally known to me or (☐) has produced _____ as identification.



Patty A. Jankovic
NOTARY PUBLIC

EXHIBIT "A"

Lots 1 thru 100 inclusive and Tracts A, B & C in Highland Square Phase One, according to the plat or map thereof described in Plat Book 120, Pages 45 & 46, public records of Polk County, Florida.

THIS DOCUMENT PREPARED BY:

**LINDA WILLIAMS
HIGHLAND HOLDINGS, INC.
4110 S. FLORIDA AVE. SUITE 200
LAKELAND, FL 33813**

12 THIS DOCUMENT PREPARED BY:
D. Brian Kuehner, P.A.
4921 Southfork Drive
Lakeland, FL 33813

INSTR # 2004144669
BK 05853 PGS 0989-0990 PG(s)2
RECORDED 07/16/2004 02:56:09 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 18.50
RECORDED BY M Ray

ANNEXATION OF LANDS AND IMPOSITION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BACKGROUND. KINGS PARTNERSHIP, a Florida general partnership (herein "**DEVELOPER**"), has heretofore developed the property known as **Highland Square Phase One**, as recorded in Plat Book 120, Pages 45 and 46, of the Public Records of Polk County, Florida. Adjoining lands have now been developed into **Highland Square Phase Two** as recorded in Plat Book 126, Pages 27 and 28, of the Public Records of Polk County, Florida. Under the terms and provisions of the Declaration of Covenants, Conditions, and Restrictions of Highland Square Homeowners Association, Inc., **DEVELOPER** has elected to add the lots lying within Highland Square Phase Two to the lots which are subject to membership in the Highland Square Homeowners Association, Inc. and to impose upon the lots lying within Highland Square Phase Two the Covenants, Conditions, and Restrictions which are recorded for Highland Square Phase One.

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

THIS DOCUMENT PREPARED BY:

D. Brian Kuehner, P.A.

4921 Southfork Drive

Lakeland, FL 33813

INSTR # 2004144669

BK 05853 PGS 0989-0990 PG(s)2

RECORDED 07/16/2004 02:56:09 PM

RICHARD M WEISS, CLERK OF COURT
POLK COUNTY

RECORDING FEES 10.50

RECORDED BY M Ray

**ANNEXATION OF LANDS AND IMPOSITION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

BACKGROUND. KINGS PARTNERSHIP, a Florida general partnership (herein "DEVELOPER"), has heretofore developed the property known as **Highland Square Phase One**, as recorded in Plat Book 120, Pages 45 and 46, of the Public Records of Polk County, Florida. Adjoining lands have now been developed into **Highland Square Phase Two** as recorded in Plat Book 126, Pages 27 and 28, of the Public Records of Polk County, Florida. Under the terms and provisions of the Declaration of Covenants, Conditions, and Restrictions of Highland Square Homeowners Association, Inc., **DEVELOPER** has elected to add the lots lying within Highland Square Phase Two to the lots which are subject to membership in the Highland Square Homeowners Association, Inc. and to impose upon the lots lying within Highland Square Phase Two the Covenants, Conditions, and Restrictions which are recorded for Highland Square Phase One.

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

NOW THEREFORE, in consideration of the above, DEVELOPER agrees and imposes the following:

1. All Lots lying within **Highland Square Phase Two** as recorded in Plat Book 126, Pages 27 and 28, are hereby made subject to the Covenants, Conditions, and Restrictions contained in the instrument recorded in Official Records Book 5245, Page 665, of the Public Records of Polk County, Florida.
2. Each Lot Owner within **Highland Square Phase Two** shall be deemed a member of the Highland Square Homeowners Association, Inc.


DATED this 16th day of July, 2004.

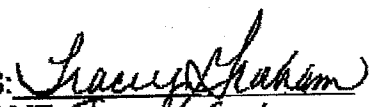
Signed, sealed and delivered
in the presence of:

Kings Partnership, a Florida General Partnership

By: Highland Equities, Inc., Partner

By: 
D. Joel Adams, Vice President

WITNESS: 
PRINT NAME: Linda Williams

WITNESS: 
PRINT NAME: Tracy Graham

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of July 2004, by D. Joel Adams, as Vice President of HIGHLAND EQUITIES, Inc., a Florida Corporation, and he acknowledged that he signed the foregoing instrument freely and voluntarily and for the purposes therein expressed. Affiant personally appeared before me, is personally known to me and did not take an oath.

(SEAL)



Linda Williams
MY COMMISSION # DD258729 EXPIRES
December 12, 2007
BONDED THROUGH TROY FAIN INSURANCE INC.


NOTARY PUBLIC, STATE OF FLORIDA

Highland Square Homeowners Association, Inc.

Deletions are ~~struck through~~; additions are underlined

**AMENDMENT TO THE DECLARATION OF
HIGHLAND SQUARE HOMEOWNERS ASSOCIATION, INC.**

Article VII

SECTION 5. INDEMNIFICATION. Each owner shall indemnify and hold harmless the Association, for any and all liability, loss, cause of action claim or demand, including but not limited to, attorneys' fees and costs, which Association may incur as a result of claims or lawsuits arising out of or in connection with any negligence, will full misconduct, loss, damages, fines, fees, penalties, judgments, expenses, incurred, sustained, arising out of, connected to or caused by the Owner, his guests, agents, tenants, employees, sub-contractors and/or or other representatives. This shall include but not limited to the attorneys' fees and costs incurred by the Association to defend against foreclosure suits by the Owner's lien holders. The Owner's lot shall be assessed by the Association, for any amounts described herein, including attorneys' fees and costs, whether or not suit may be instituted, incurred by the Association and may be collected in the same manner as set forth in Article IV of the Declaration.

Article VII

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by two-thirds (2/3) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners, by an affirmative vote of a majority of those members present either in person or by proxy at a quorum of the members. Notwithstanding the above, the Declarant reserves the exclusive right to modify, repeal or amend this Declaration, in Declarant's sole discretion, for a period of three (3) years from the date this Declaration is recorded and such amendment can be effected without the approval of any other Lot Owner. Any amendment that would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the St. Johns River Water Management District or its successor agency. Any amendment must be recorded.

Exhibit "A"