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**FIFTH 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 "Association"), 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, 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, the Third Amendment to the Declarations of Covenants, Conditions and restrictions as recorded in Official Records Book 10672, Pages 1245-1249, Public Records of Polk County, Florida and the Fourth Amendment to the Declarations of Covenants, Conditions and Restrictions as recorded in Official Records Book 11410, Pages 682 through 683, Public Records of Polk County, Florida (referred herein collectively to as the "Declarations"), 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:

Article V – Section 6. Fences, is amended to read as follows:

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. No fence may be erected passed the front line of the home as front yard fences are strictly prohibited. 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. All homeowners that wish to erect a new fence or replace an existing fence on said lot shall follow all existing rules and regulations, as set forth by these Declarations of Covenants, Conditions and Restrictions and adopted architectural guidelines which may be amended by the Board of Directors from time to time which are in effect at the time of the homeowner submitting an Architectural Improvement Request Form for written approval. New fencing must be vinyl or such other material as may be set forth as an approved material in the architectural guidelines in effect at the time of the homeowner filing their application. Wooden fencing and chain

link fencing shall be strictly prohibited. Existing wood fences may remain until such time as the fence is deteriorated to the point of needing replacement. Where more than twenty-five percent of the fence needs repair, the entire fence must be replaced at that time and must comply with the architectural guidelines in place at the time of submitting the application for replacement. Acceptable fence styles, colors, and materials may be viewed on the Architectural Review Board's Guidelines, as posted on the community's HOA website, and may be requested to be presented in writing. As these guidelines may change from time to time, it is the homeowner's responsibility to verify, review, and request written approval for any alterations or new fence installations and ensure that they are complying with the most current guidelines. All fencing must be maintained, to include regular pressure washing, painting, staining, or such other maintenance needed to keep the fence in a first-class, like-new condition free from dirt, discoloration, mold or mildew, broken slats, leaning panels or missing sections. No natural barriers including, but not limited to, tall, thick hedges shall be permitted.

Article V – Section 10. Parking, is amended to read as follows:

SECTION 10. PARKING. All motor vehicles located on any lot shall carry a current year's license tag registration and shall be in operable condition. Unless the following vehicle can be parked within an enclosed garage or within a fully fenced in backyard so that no part can be seen from outside of the fenced in area when standing outside of the fenced in area, the following vehicles are prohibited within the community:

- (a) No house-trailers;
- (b) No mobile homes;
- (c) No Recreational Vehicles (RVs);
- (d) No campers of any kind
- (e) No boats or other watercraft or water sports equipment of any kind (motorized or non-motorized);
- (f) No trailers of any kind;
- (g) Box truck;
- (h) Big rig tractor;
- (i) Semi-tractor trailer;
- (j) Tow truck; and
- (k) No similar type vehicles to any of the above.

None of the above shall be parked on any lot or along the streets of this community, at any time. Additionally, there shall be no parking of any commercial vehicles, commonly described as "box truck," "big rig tractor," "semi-tractor trailer," "tow truck," "camper," commercial trailer, utility trailer or other similar type of vehicles upon the rights of ways of the platted roadways within or outside of or adjacent to the subdivision or upon any lot.

The prohibition on commercial vehicles shall not prevent the parking of vehicles with commercial signage or that are used in a trade or business so long as they are compliant with the restrictions otherwise set forth herein.

Further, there shall be no parking of any trucks, SUVs, or vans of any nature, other than structurally unmodified pick-up trucks, SUVs or vans not exceeding twenty-two (22) feet in length, nine (9) feet in width, and seven (7) feet in height, ~~vans or campers~~ upon a lot, unless same can be parked within an enclosed garage or within a fully fenced in backyard so that no part can be seen from outside of the fenced in area when standing outside of the fenced in area. Pick-up trucks, ~~tow trucks or~~ SUVs, and vans must be temporarily parked only within the complete confines of the concrete driveway and may not extend into the roadway or grass area surrounding the driveway. ~~No commercial trailers, utility trailers, box trailers, or large trailers of any kind may be stored upon any lot, at any time. However, boats, boat trailers and campers, while permitted upon a lot, must be stored either in an enclosed 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, rental tenant, 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 or the platted roadway adjacent to the property being visited or owned. No motor vehicles may be parked on any portion of the grass lawn or area of the property or any other property other than as described above.

Notwithstanding this provision, commercial vehicles and trailers may be parked on a temporary basis while actively servicing a lot but in no event shall same be parked overnight; overnight being further defined as between the hours of 10:00 p.m. and 6:00 a.m.

Further notwithstanding this provision, Recreational Vehicles (RVs), campers, boats, etc. may be parked temporarily for loading and unloading purposes but in no event shall same be parked overnight; overnight being further defined as between the hours of 10:00 p.m. and 6:00 a.m.

Article V – Section 11. Pets, is amended to read as follows:

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 common 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. Any pets kept outdoors must not cause any public nuisance from 10:00 pm – 6:00 am. All pets must be unable to leave a property unattended. If any pet has escaped a property, it shall be the

Homeowner's complete responsibility to recapture the pet and/or be responsible for any cost incurred to capture the pet in a timely manner. All homeowners, rental tenants, invitees or guests must immediately remove any pet waste from any property or common area and properly dispose of same. The Board of Directors shall have the right to demand removal of any animal that becomes a danger or nuisance within the community and the owner shall have ten (10) days within which to remove the animal from the community.

Article V – Section 13. Trash, is amended to read as follows:

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. Trash and recycling containers shall be placed within street view, for collection, no earlier than one (1) day prior to scheduled collection and shall be removed from the street view on the scheduled day of collection, following the collection. Heavy furniture or other large items for disposal, not able to be contained within a trash container, shall still follow the same placement rules as a trash container. Landscaping debris may be placed on a lot for collection for no greater than one (1) week prior to scheduled collection and must be placed in trash bags or trash containers, if possible. No trash or other debris may be brought into this community for collection or any other purpose.

Article V - Section 16. Property Maintenance, is amended to read as follows:

SECTION 16. PROPERTY MAINTENANCE. In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon in accordance with the covenants, conditions and restrictions outlined herein, including, but not limited to, landscaping, grass and shrubbery and trees keeping same free from overgrowth, disease, weeds, debris, dead or dying limbs, branches, stalks or other portions; maintenance of and pressure washing of home, fence or driveways to keep same in a first-class neat and attractive condition free from damage, dirt, staining, discoloration, mold or mildew; and mailbox maintenance to keep same in working order, upright, free from damage, dirt, staining, discoloration, mold or mildew, the owner shall be notified and given ~~thirty (30) days~~ a reasonable period of time, as may be determined by the Board of Directors from time to time in its sole and absolute discretion, in which to correct or abate the situation. If the Homeowner 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 of 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 and an individual assessment that may be collected in the same manner as any other assessment pursuant to this Declaration and Chapter 720 of the Florida Statutes, as same may be amended from time to time 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 but only to the extent provided by Florida Statute Section 720.3085 as same may be amended from time to time. The Board of Directors may adopt additional guidelines as to what constitutes proper maintenance and said additional guidelines will be construed with the same force and effect as if set forth in this Declaration.

Article V – Section 18. Swimming Pools, is amended to read as follows:

SECTION 18. SWIMMING POOLS. No above ground swimming pools shall be permitted on any lot, unless the back yard is fully enclosed by a 6-foot privacy fence, as described in Article V – Section 6 (Fences) so as not to be visible from standing outside of the fenced in area. An Architectural Improvement Request Form must be submitted for written approval prior to installation of any pool or fence. All pools must be maintained in like new condition and in proper working order at all times with proper water treatment and circulation to avoid standing water and fertile breeding grounds for mosquito larvae or other pests.

Article V is amended to add an entirely new Section 21. Traffic within the Community to read as follows:

SECTION 21. TRAFFIC WITHIN THE COMMUNITY. All drivers, including Homeowners, Rental Tenants, Visitors, and Invitees, must obey all posted traffic rules and laws within and while on all roads of Highland Square. Violators will be subject to traffic enforcement from any local law enforcement agency and may incur fines in amounts authorized by this Declaration, assessed by the Board of Directors in their sole and absolute discretion, in addition to any traffic citations issued by law enforcement.

Article V is amended to add an entirely new Section 22. Holiday Lighting and Other Decor to read as follows:

SECTION 22. HOLIDAY LIGHTING AND OTHER DÉCOR. All Christmas or other Holiday Lighting and/or Décor Items, normally on display at the end of each year, may not be installed or displayed prior to November 1st of that year and must be removed and stored no later than January 15th

of the following year. Halloween Lighting and/or Décor items may not be installed or displayed prior to October 1st of each year and must be removed and stored by November 7th of the same year. All other Lighting and/or Décor Items, which would typically be displayed to celebrate a specific holiday may not be on display for greater than thirty (30) days. The intent of this provision is to prevent lighting or decorations that are seasonal or would be construed by your average person to be seasonal from being maintained year-round. By way of example and not by way of limitation, a nativity scene would typically be considered a Christmas decoration and would therefore need to be displayed only between November 1st of a given year and January 15th of the following year.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 20 day of December, 2022.

WITNESSES:

[Signature]
Signature

Rani Galal
Printed Name

[Signature]
Signature

Leilany Kotun
Printed Name

Highland Square Homeowners
Association, Inc.

By: [Signature]
Andrew Kress, as President

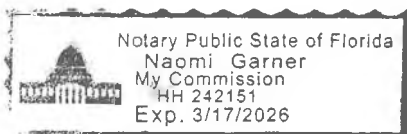
Attested to by:

By: [Signature]
Lillie Espinosa, as Secretary

STATE OF FLORIDA
COUNTY POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of December 2022 by ANDREW KRESS, as President, and LILLIE ESPINOSA, as Secretary, on behalf of Highland Square Homeowners Association, Inc., who ☐ is personally known or ☒ has produced a driver's license as identification and who ☐ is personally known or ☒ has produced a driver's license as identification, respectively.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Naomi Garner

My Commission Expires: 3/17/2026