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**REVITALIZATION OF THE
RESTRICTIVE COVENANTS AND CONDITIONS OF
THE HIGHLANDS PROPERTY OWNERS' ASSOCIATION, INC.**

THIS REVITALIZATION is made on the date hereinafter set forth by The Highlands Property Owners' Association, Inc., a Florida non-profit corporation, (hereafter "Association") and a majority of owners of parcels of property ("Affected Owners") formerly subject to that certain Restrictive Covenants and Conditions executed on or about December 22, 1989 and recorded on December 22, 1989 at Official Records Book 2809, Pages 0405 - 0410, in of the Public Records of Polk County, Florida, ("Original Restrictive Covenants"), pursuant to Chapter 720, Part III, Florida Statutes (§§ 720.403-720-407) and Florida Statute §712.11.

WHEREAS, over thirty years have passed since the recording of the Original Restrictive Covenants and no notice was filed in the official records pursuant to Chapter 712, Florida Statutes, that would preserve and protect the Original Restrictive Covenants from extinguishment by operation of Florida's Marketable Record Title Act (Chapter 712 Florida Statutes); and

WHEREAS, an Organizing Committee of four parcel owners was formed for the purpose of revival of the Original Restrictive Covenants, pursuant to the process for covenant revitalization provided for in Chapter 720, Part III, Florida Statutes, which process has been followed in enacting these Revived Restrictive Covenants; and

WHEREAS, The Highlands Property Owners' Association, Inc., an active non-profit Florida Corporation, duly organized and existing under the laws of the State of Florida, was the association under the Original Restrictive Covenants and shall also be the association under the Revived Restrictive Covenants; and

WHEREAS, the existing Articles of Incorporation were filed with the State of Florida Department of Corporations, on or about December 28, 1989, and a copy of the revived Articles of Incorporation are attached hereto; and

WHEREAS, the By-Laws of The Highlands Property Owners' Association, Inc. were not filed with the State of Florida, nor recorded in the Public Records of Polk County, Florida, but governed the Affected Owners, and a copy of the revived By-Laws of The Highlands Property Owners' Association, Inc., are attached hereto; and

WHEREAS, a legal description for THE HIGHLANDS Subdivision was recorded in Plat Book 88, Page 88, of the Public Records of Polk County, Florida; each parcel therein shall be subject to these Revived Restrictive Covenants, and a copy of the plat map is attached hereto; and

NOW THEREFORE, by the authority of and pursuant to Part III of Chapter 720 of the Florida Statutes, the undersigned for The Highlands Property Owners' Association, Inc., and the majority of Affected Owners formerly subject to the Original Restrictive Covenants hereby declare that all of the properties described as THE HIGHLANDS Subdivision, recorded in Plat Book 88, Page 88, of the Public Records of Polk County, Florida 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 parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

REVIVED
RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, The Highlands Property Owners' Association, Inc., a Florida corporation not-for-profit, is the owner of the following described real property in Polk County, Florida described as:

Lots 1-5, inclusive, Block "A": Lots 9-14, inclusive, Block "B"; Lot 16, Block "B"; Lots 18-30, inclusive, Block "B"; Lots 32-34, inclusive, Block "B"; and Lots 36-50, inclusive, Block B: THE HIGHLANDS SUBDIVISION, Plat Book 88, Page 38, Public Records of Polk County, Florida, and

WHEREAS, The Highlands Property Owners' Association, Inc. is the owner of THE HIGHLANDS SUBDIVISION, Plat Book 88, Page 38, Public Records of Polk County, Florida.

WHEREAS, the Owners of said property desires to impose Restrictive Covenants and Conditions on said real property for their benefit and the benefit of subsequent grantees which Restrictive Covenants and Conditions shall be deemed to be covenants and conditions running with the land.

NOW, THEREFORE, the following Restrictive Covenants and Conditions are hereby imposed upon each lot as described hereinabove; and shall entitle any record owner of any one lot hereinabove described to proceed with legal action to prevent the furtherance of any breach of said Restrictive Covenants and Conditions and/or for damages resulting from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants or Conditions for any length of time shall not estop any party so entitled from enforcing same; however, the present Owner(s) shall not be liable or responsible in any way for its failure to enforce any part of the Restrictive Covenants or Conditions so enumerated. Further, invalidation of any one or any part of any one of these Restrictive Covenants and Conditions by Judgment or Order of Court will in no way affect any of the other Restrictive Covenants or Conditions herein set out, and such other Restrictive Covenants or Conditions shall remain in full force and effect.

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

2. No business activity shall be conducted or carried on in connection with the usage of any lot. Further, no signs of any character may be exhibited or displayed upon any lot or the improvement thereon except one (1) sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder, subcontractor or financial institution during the period of improvement construction; or a sign of a reasonable display area tastefully identifying the owner of the residence; or signs of a reasonable display area tastefully identifying the name of the Subdivision to be located at the Northwest corner of Lot 1, Block "A" and/or the Southwest corner of Lot 50, Block "B" within THE HIGHLANDS Subdivision.

3. No single-family dwelling residence may exceed two stories in height, nor shall it contain less than a minimum of 1,650 square feet. All square footage shall be measured by outside dimensions, exclusive of garages, porte-cocheres, patios, screened or unscreened porches and covered walkways, breezeways, and approaches.

4. Each single-family dwelling residence shall contain a minimum of a standard double-car garage which shall be enclosed having a minimum opening width of 16 feet and a height of 7 feet with a proper moveable door for ingress and egress purposes and shall be attached as an architectural extension of the dwelling unit. There shall be a paved drive from the garage to the public street right-of-way adjacent to said lot. The driveway from each garage to platted roadways within or adjacent to the Subdivision shall be paved with concrete, shall be adequate width for vehicular use and shall be in keeping and be maintained by the residence owner so as not to degrade the value of the residence or adjacent properties in the Subdivision.

5. No television antennas or aerials may be attached to any dwelling unit on the front portion thereof; nor shall any satellite dish be allowed other than in the rear yard of any dwelling unit and the same must be placed or screened so as not to be visible from any public roadways within the Subdivision.

6. All construction on each lot shall be new construction. No used buildings or structures shall be moved onto any lot; nor shall there be any storage of building supplies on any lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painting, stucco, brick, wood treatment or other similar treatment and in keeping with other residences in the Subdivision. No unfinished exposed concrete block walls shall be permitted. No prefabricated or modular or geodesic-dome type residence shall be allowed to be constructed within the Subdivision.

7. Within the minimum front building site setback area, no wall, fence or hedge along or near the boundary of any lot shall be constructed, placed or grown to a height exceeding four (4) feet above normal ground level.

8. All motor vehicles located on each lot shall carry a current year's license tag registration. Additionally, there shall be no parking of any trucks of any nature, other than pickup trucks, campers or vans upon the lot or the public road rights-of-way adjacent thereto; nor shall there be storing of vehicles upon any lot other than boats and trailers pertaining thereto which shall be stored either in the garage or on the rear of each lot.

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

10. Each lot owner shall be responsible for lot and yard maintenance and shall, whether or not improvements shall have been constructed thereupon, maintain the upkeep thereof keeping the same free of debris and trash, unsightly weeds and litter.

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

12. No noxious activity, trade or business of any sort shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any lot that will in any way injure the value of any adjoining lot, the surrounding property, or the Subdivision as a whole.

13. The present Owners and/or their assigns reserve the right to dedicate additional public utility and/or drainage easements along the perimeter of any one Lot owned by them. Further, the present Owners and/or their assigns reserve the right to grant, convey, and/or dedicate and/or to expand the use and benefit for subsequent owners of adjacent properties hereinafter designated all Easement contained within the Plat of this Subdivision or hereinafter imposed upon any property contained within by the Owners and/or their assigns. Said real property adjacent to the Subdivision herein referenced is:

Tract "B", per the Plat of The Highlands Subdivision AND the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ AND the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 16, Township 29 South, Range 24 East, Public Records, Polk County, Florida.

14. Tract "A" of the Subdivision is specifically a part of these Restrictive Covenants and Conditions wherein referenced. In regard to Tract "A", The Highlands Property Owners Association, the present Owner thereof, its successors and/or assigns hereby reserves the right to use Tract "A": for water Detention and Drainage. Said use of Tract "A" hereby reserved shall include, but not be limited to, the placement of storm sewer pipes and/or inlets into and within Tract "A": and the expansion of said Tract "A", as the case may be.

15. The Highlands Property Owners' Association, Inc. Each lot owner is a mandatory member of The Highlands Property Owners Association, Inc., a Florida corporation, not for profit, and will maintain membership in the Association as long as the lot is owned. Each lot owner further agrees to maintain said membership in the Association in good standing and to abide by the Articles of Association By-Laws and Rules and Regulations of the Association as may be amended from time to time. The membership of the Association may include those Owners of all or a part of:

Tract "B", per the Plat of The Highlands Subdivision AND the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ AND the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the

Northeast ¼, Section 16; Township 29 South, Range 24 East, Public Records, Polk County, Florida.

Said membership inclusion shall be upon development of all or a part of the above reverenced real property into single-dwelling lots and shall be attained by written request from those owners of said developed lots at that time wherein and whereby said owners and subsequent owners of said developed lots shall automatically become members of and abide by the Rules, Regulations and Assessments of The Highlands Property Owners Association, Inc., its Articles of Association and By-Laws, as from time to time may be amended.

A. The Property Owners' Association shall be empowered:

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

2. To modify these Restrictive Covenants and Conditions and/or join in a variance request as may be required by the County of Polk, Florida on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot.

3. To manage, maintain, construct and/or repair all drainage easements and/or all drainage retention easements for the use and benefit of all property owners of the Subdivision. This shall specifically include, but not be limited to, those drainage easements as noted and delineated on Tract "A" and Lots 39 and 40, Block "B" as is shown upon the Plat of THE HIGHLANDS Subdivision, Plat Book 88, Page 38, Public Records of Polk County, Florida. In this regard, the Association shall operate and maintain said drainage easements and/or drainage retention easements as common property in accordance with the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District which shall include, but not be limited to, culverts and related appurtenances. It shall have an easement and/or license of entry over any lot for the purpose of maintenance of drainage easements and/or drainage retention areas within the Subdivision.

4. To maintain and/or improve the permanent signs designating the name of the Subdivision located at the Northwest corner of Lot 1, Block "A" and the Southwest corner of Lot 50, Block "B", in the Subdivision. It shall have an easement and/or license of entry over said lots from either Bersch Road and/or Highlands Vue Parkway for the purpose of this maintenance.

5. To maintain and/or improve any walls and/or fencing that may be erected by the present Owner, The Highlands Property Owners Association, Inc., along and within those lots adjacent to either Bersch Road and/or Club House Road (County Road 540) as well as those walls and/or fencing that may be erected by The Highlands Property Owners Association, Inc. upon and/or along the perimeter boundaries of Tract "A" of the Subdivision or those Drainage Retention Easements located within and to the rear of Lots 39 and 40, Block "B", within the Subdivision. In this regard, maintenance and/or improvements shall include planting areas with or without irrigation attributable thereto. It shall have an easement and/or license of entry over the rear or side boundary of each lot for the purpose of this maintenance:

6. 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.

7. To obtain insurance, if desired, for loss purposed, whether by casualty or liability, covering the walls, fences, drainage easements, drainage retention easements and signage of the Subdivision name with the Subdivision as well as directors, officers, committee members and employees of the Association.

8. To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the Subdivision which are being maintained by the Association.

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

10. To convey property, to sue and be sued, to contract for services to provide for operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to require all lot owners within the Subdivision to become and be members of the Association; and to transact any and all lawful business.

11. 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 against a lot owner's lot within the Subdivision, with interest, costs and attorney fees, by legal action if necessary.

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

B. Lot Owner's Responsibilities to the Association

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

2. Each lot owner as a member of the Association (provided said lot owner is a member in good standing) shall be entitled to one (1) vote for each lot owned at all Association membership meetings.

3. Commencing January 1, 1991, there shall be made an annual assessment by the Association for each lot membership in the Association, including any owned by the present Owner and unsold at that time. The 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, 1990 for the year 1991. There shall be no proration, except as between lot owners, of any assessments and any unpaid assessments due at any time shall be and become the obligation of a new lot owner upon purchase of said lot. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. Special Assessment for these purposes may, from time to time, be made by the Association.

4. During the month of December in each year, commencing in 1990, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing year. Said call shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting and shall be mailed to the lot owners at the last addresses for said owners shown on the books and recorded by the Association or to the lot owners addresses as shown on the Polk County Tax rolls. The annual election of the Board of Directors, each year's annual assessments and business of the Association shall be determined at said meeting by the affirmative written vote of a majority of those Association members present in person or by proxy at said meeting.

5. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the lot owner(s) lot(s) within the Subdivision for non-payment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with the Charter, By-Laws and Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot(s) whether before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any lot(s) and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges and/or costs on the part of the Association that have accrued to the date that it has taken title to said lots(s); however, said lien shall not be discharged as to the subsequent third part purchaser of said lot(s) until it shall have been paid in full in accordance herewith.

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

7. The Association through its membership shall have the absolute right to modify all of the Restrictions contained herein by amendment, deletion and/or addition thereto upon the written direction of 75% or more of the membership in the Association; however, no amendment, deletion and/or addition thereto may be made what would affect the surface water management

system of the Subdivision, including the water management portion of the common areas unless prior approval thereof is obtained from the Southwest Florida Water Management District.

IN WITNESS WHEREOF, the undersigned has caused this Revived Restrictive Covenants and Conditions for Highlands Property Owners' Association, Inc. to be executed on the this 27th day of September, 2021.

Signed in the presence of:

Highlands Property Owners' Association, Inc.,
a Florida not-for-profit corporation,

Brooke O'Neal
Print Name: BROOKE O'NEAL

[Signature]
Douglas Roger Sundean, as President

[Signature]
Print Name: KRYSTAL S. JONES

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 27th day of September, 2021, by means of physical presence or online notarization by Douglas Roger Sundean, as President of Highlands Property Owners' Association, Inc., who is personally known to me or who has produced Florida Driver's License, or who has produced _____ as identification.

(Notary seal)



[Signature]
Notary Public in and for State of Florida

Signed in the presence of:

Highlands Property Owners' Association, Inc.,
a Florida not-for-profit corporation,

[Signature]
Print Name: Deborah R Sundean

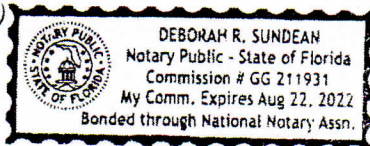
[Signature]
Angela Morris, as Secretary

[Signature]
Print Name: Douglas Roger Sundean

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 27th day of September, 2021, by means of physical presence or online notarization by Angela Morris, as Secretary of Highlands Property Owners' Association, Inc., who is personally known to me or who has produced Florida Driver's License, or who has produced _____ as identification.

(Notary seal)



[Signature]
Notary Public in and for State of Florida