

Prepared by:
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INSTR # 2001185107
OR BK 04830 PG 2143
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RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK N Marion

RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, Sunnyhill Estates, Inc., a Florida corporation, is the Owner of the following described real property in Polk County, Florida, described as:

Lots 1 through 28, inclusive, HIGHLANDS AT CREWS LAKE SUBDIVISION, Plat Book 116, Pages 14 & 15, Public Records of Polk County, Florida.

WHEREAS, the Owner of said property desires to impose Restrictive Covenants and Conditions on Lots 1 through 28, inclusive, as described hereinabove for 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 of Lots 1 through 28, inclusive, as described hereinabove; the breach of which prior to January 1, 2035, shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one lot herein above described and subject to these restrictions 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 shall not be responsible or liable in any way for its failure to enforce any part of the Restrictive Covenants or Conditions so enumerated. Further, invalidation of any one or part 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, and such other Restrictive Covenants or Conditions shall remain in full force and effect. Additionally, the present Owner shall have the right to amend and/or modify these Restrictive Covenants and Conditions as to any or all of said lots at any time prior to the termination thereof; provided, however, that said lots affected by said amendment and/or modification shall be those at that time still owned by the present Owner or said amendment and/or modification shall also be joined in and executed by the subsequent Grantee of any lot in this Subdivision affected, as the case maybe; and provided further, that no amendment and/or modification may be made that will exclude mandatory lot membership with those resulting membership privileges and/or obligations in the Highlands at Crews Lake Homeowners' Association, Inc. as referenced in Paragraph 21 hereof or that will in any way affect the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the obligation of the Highlands at Crews Lake Homeowners' Association, Inc. and its members as set forth in Paragraph 21 hereof to perpetually operate and maintain same, unless prior approval thereof is obtained from the Southwest Florida Water Management District, so that, in effect, these Restrictions as pertaining thereto shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of these Restrictive Covenants and Conditions.

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 or within the Subdivision. One sign of a reasonable display size may tastefully identify the owner of the lot or residence. Other than that which signifies a residential security service, no other signs of any character may be exhibited or displayed upon any lot or the improvements thereupon, except that no more than one sign of not more than five square feet may be tastefully exhibited or displayed in advertising the property for sale or rent, or by a builder, subcontractor, licensed real estate broker or financial institution promoting their interest during a period of improvement, construction, or marketing.
3. No residence may exceed two stories in height. Each residence shall contain a minimum of 1000 square feet on the ground floor unless the residence shall be a two-story residence in which event it shall contain a minimum of 1,200 square feet of which 600 square feet shall be on the ground floor. The term "ground floor" means the footing area on the ground, whether or not the same is on the lowest level. All square footage shall be measured by outside dimensions exclusive of garages, patios, screened or unscreened porches, and covered walkways and breezeways.
4. Each residence shall contain a minimum enclosed standard double-car garage not less than 20 linear feet in width. Each garage shall be architecturally integrated as a part or as an extension of the residence and attached thereto to conform architecturally therewith. Each garage shall have garage doors for ingress and egress purposes. With the approval of the Owner/Developer, a garage may be enclosed to accommodate a sales

6.00
27.00
33.00

model office; and thereafter, upon the subsequent sale of the residence, the enclosed garage may remain as converted. The driveway from each garage to the roadways within the Subdivision shall be constructed of 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. All construction on each lot shall be new conventional 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 during 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 on the front of a residence; however, unfinished exposed concrete block walls, if painted, shall be permitted elsewhere. No prefabricated, modular geodesic-dome, or elevated stilt type residences shall be allowed to be constructed within the Subdivision.

6. 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 out-building shall at any time be placed temporarily or permanently upon any lot. A utility shed will be permitted as long as said utility shed is no more than 8 feet in height, is architecturally complimentary to the residence, and is located in the back-yard of the residence if the back-yard is enclosed by a 6 foot privacy fence. Additionally, a doghouse will be permitted in the back-yard of the residence if the back yard is enclosed by a 6 foot privacy fence. No above-ground swimming pool shall be permitted on any lot.

7. For setback purposes, no part or portion of any residence, garage or accessory building on any lot shall be constructed closer than the property line setback requirement that may be at the time of construction of any residence, garage or accessory building imposed by applicable zoning ordinances affecting said property by any governmental entity.

8. Subject to those exceptions as set forth in paragraph 9 hereafter, no walls, fencing or hedging along or near the boundary line of any lot shall be erected, constructed, placed or grown in excess of 3 feet in height above normal ground level within the minimum front-yard setback area. Any walls, fencing or hedging along or near the property line of any lot within the Subdivision may not be erected, constructed, placed or grown in excess of 6 feet in height above normal ground level.

9. Along the South boundaries of Lots 1 and Lots 18-22, inclusive, and portions of the SW corner of Lot 1 and the SE corner of Lot 22; and along the East boundary of Lots 1-8, inclusive; and along the West boundary of Lots 13-18, inclusive, within the Subdivision are reservations for wall/fence and landscape easements by virtue of plat notation. In this regard, walls and/or fences and/or landscaping with irrigation may be erected or placed on all or a portion of said areas where noted by the present Owner and/or Highlands at Crews Lake Homeowners' Association, Inc. without height limitation and with a license of entry hereby reserved over any lot so affected by these easements for the purpose of construction and/or maintenance of same. Any walls and/or fences and/or landscaping with irrigation so erected or placed shall not be altered by a lot owner without approval by the Association. In addition, each lot owner upon which there is a wall/fence and landscaping easement by plat notation, if not in conflict with the present Owner and/or Highlands at Crews Lake Homeowners' Association, Inc., may within said easement erect or place walls and/or fences and/or landscaping with irrigation without height limitation.

10. All lot yards must be sodded with grass. All lot front yards shall have appropriate landscaping and shrubbery which shall include the planting of shrubs, bushes, plants, and/or flowers next to all front outside walls of the residence (including its garage) except where prevented by the presence of adjacent driveways, walkways, patios or porches. All sodding, landscaping and shrubbery as required shall be planted no later than two months after completion of construction of the residence.

11. Receptacles for mail and/or paper deliveries placed adjacent to or upon the right-of-way of the roadways within or adjacent to the Subdivision by a lot owner in the Subdivision shall meet the requirements of the United States Postal Service, if any, and shall be tastefully constructed and maintained by the lot owner in keeping with the intention of these Restrictions so as not to degrade the value of the residence or adjacent properties in the Subdivision. There shall be no permanent receptacles for garbage and/or trash located in the front-yard of any lot on or adjacent to the right-of-way of the roadways within the Subdivision. In addition, all receptacles for garbage and trash, except during the days of scheduled pick-up, shall be located as not to be visible by vehicular traffic traveling along the roadways within the Subdivision.

12. All telephone, electrical and cable services to any residence must be underground from the point of distribution to the residence. Additionally, exterior radio aerials, television and/or cable antennas may only be attached to the rear of the residence or located in the back-yard thereof and may be only extended to a height of 15 feet above the roof ridge line of the residence. Further, no satellite antenna (commonly known as discs or dishes) shall be erected or located upon a lot except in the back-yard of the residence and then only if completely bordered by fence or hedge.

13. All motor vehicles located on any lot shall carry a current year 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 roadways within or outside of and adjacent to the Subdivision. Further, there shall be no parking of any trucks of any nature, other than pickup trucks, vans or campers upon a lot. No vehicles may be stored upon any lot other than a boat and/or a boat-trailer which must be stored either in the garage or in the back-yard of the residence within a 6 foot privacy fence. No vehicles, campers or boats on a lot may be used at any time for residential purposes. 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.

14. 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. No agricultural activities on any lot shall be permitted which result in the sale of an agricultural product grown on the premises whether sold in or out of the Subdivision.

15. No lot without a house constructed thereon shall be used for parking purposes except parking in conjunction with a sales office promoting the Subdivision and/or a model residence(s). No lot shall be used, without express written permission of the present Owner for ingress/egress, utility and/or drainage purposes to adjacent property. No major alteration of ground elevation shall be permitted on any lot. No lot owner shall construct outdoor clotheslines or expose fuel tanks on a lot. 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, litter, trash and/or unsightly weeds.

16. The integrity of the surface water management system facilities and drainage design of the Subdivision must be maintained and no lot owner shall impair or divert any man-made drainage structures areas and/or easements within or adjacent to the Subdivision. The surface water management system facilities shall include, but not be limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, if any.

No owner of property within the Subdivision may conduct construction activities relative to any portion of the surface water management system facilities nor construct or maintain any building, residence, or other structure, or undertake or perform any activity in the wetlands, wetland irrigation areas, buffer areas, upland conservation areas and drainage easements described in Southwest Florida Water Management District General Management Surface Water Permit No. 4419515.00 and the recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Florida Administrative Code Rule Chapter 40 D-4. Prohibitive activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If wetland mitigation areas are included in the Subdivision as defined by the Southwest Florida Water Management District, or a wetland 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 may be conducted without specific written approval from the District.

The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned or shall be owned by the Subdivision's Homeowners' Association, or are located on land that is subject to an easement in favor of the Association and its successors.

17. 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 months from the time of such destruction. If not reconstructed or repaired within six 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.

18. 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 or the Subdivision as a whole.

19. Nothing contained herein shall prevent the present Owner, its successors, assignees and /or designees from doing or performing on all or any part of the Subdivision not conveyed and/or transferred (unless reservation otherwise shall have been retained) that may be determined to be necessary or advisable to complete and/or market the Subdivision development and/or the residential construction therein, including without limitation:

- a) Erecting, constructing and maintaining model residential units as may be necessary for the completing of the development, and establishing it as a residential community, and disposing of the Subdivision lots or residential units through sale, lease or otherwise;

including without limitation the promotion of all or a part of the Subdivision in a parade of homes or other similar marketing endeavor(s).

- b) Erecting, constructing and maintaining a separate temporary sales office(s) within the Subdivision or within a model residential unit constructed in the Subdivision which may be located within the enclosed garage.
- c) Maintaining signs and other advertising media within the Subdivision as may be necessary in connection with the sale, lease or other transfer of the development of either lots and/or residential units to third parties.

20. The present Owner and/or its assigns reserves the right to grant, convey, and/or dedicate and/or to expand the use and benefit of all easements contained in these Restrictions and within the Plat of this Subdivision or that may hereafter be imposed upon any property contained within this Subdivision by the Owner and/or its assigns to the use and benefit of Highlands at Crews Lake Homeowners' Association, Inc., its membership, guests and/or invitees.

21. HIGHLANDS AT CREWS LAKE HOMEOWNERS' ASSOCIATION, INC.

The Association has perpetual existence and shall be chartered as a not-for-profit corporation under the laws of the State of Florida. Each initial and subsequent record lot owner of Highlands at Crews Lake Subdivision, Plat Book 116, Pages 14 & 15, Public Records of Polk County, Florida, including the present Owner of said lots, is and will be a mandatory member of the Highlands at Crews Lake Homeowners' Association, Inc., a Florida corporation not-for-profit, and will maintain membership in the Association as long that lot is owned. The membership of the Association may include as additional future members those owners of all or a part of said real properties adjacent to the Subdivision as herein referenced within the remaining portion of the West 1/2 of the NW 1/4 and within the West 1/2 of the East 1/2 of the NW 1/4 of Section 23, Township 29 South, Range 24 East, Polk County, Florida.

Each lot owner agrees to maintain said membership in the Association in good standing and to abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, as may be amended from time to time; however, no amendment shall be made as to either the Articles of Incorporation, By Laws, Rules and Regulations of the Association that will in anyway exclude mandatory membership of each lot owner of the Subdivision or affect the surface water management system facilities of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the requirement that the Homeowners' Association shall operate and maintain said surface water management system in accordance herewith, unless prior approval thereof is obtained from the Southwest Florida Water Management District.

On-site wetland mitigation, if any, as defined by the District which requires on-going monitoring and maintenance shall also require the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the District's Permit. The District has 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. If the Association ceases to exist, all of the lot 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 Southwest Florida Water Management District General Management Surface Water Permit as issued for the Subdivision, unless and until an alternate entity assumes responsibility.

A. The Homeowners' Association is empowered:

1. To enforce those Restrictive Covenants and Conditions pertaining to Lots 1-28, inclusive, of Highlands at Crews Lake Subdivision and any other Restrictive Covenants and Conditions pertaining to any other Subdivision or development (the lot owners of which are members of the Association) either for its own account or in conjunction with lot owners, and to enact rules of use and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members.

2. To modify those Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot.

3. To manage, construct, repair, maintain and/or improve all drainage easements and/or all drainage retention/detention easements for the use and benefit of all property owners of the Highlands at Crews Lake Subdivision as shown upon and contained within the Plat of Highlands at Crews Lake Subdivision, Plat Book 116, Pages 14 & 15, Public Records of Polk County, Florida. Maintenance and/or improvements shall also include any fences and/or walls, hedges and landscaping areas with or without irrigation attributable thereto and within and/or adjacent to said drainage retention/detention easements. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage retention/detention 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 and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot within the Subdivision for these purposes.

4. To manage, construct, maintain, repair and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by the present Owner and/or the Homeowners' Association) on common areas of use including but not limited to walls, fencing and/or hedging within and along the perimeter of the Subdivision; Subdivision signage; all landscaping and irrigation pertaining thereto now upon or to be placed on common areas of use and along and at the Subdivision entrance; as well as storm water drainage and retention/detention easements within the Subdivision; and all utilities used by the Association and its members as common areas of use. In this regard, it shall have a perpetual easement and/or a license of entry over any lot for the purposes of maintenance, construction and/or repair for these uses herein set forth.

5. To manage the affairs of the Association in all respects, including but not limited to the hiring and/or retaining of necessary employees, secretarial services and/or management services.

6. To place easements of record, if necessary, for utility and/or drainage along any lot line in the Highlands at Crews Lake Subdivision or any other Subdivision (the lot owners of which are members of this Association) and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) within the common areas of the Subdivision together with distribution lines therefrom for the purpose of providing landscape irrigation.

7. 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.

8. To obtain insurance at its discretion for loss purposes, whether for casualty or liability, covering all real properties, easements and/or improvements thereupon in the Subdivision and used in conjunction with and for the purpose of this Association and its members in common including, but not limited to, walls and/or fencing within the Subdivision or at the Subdivision entrance, drainage easements and drainage retention / detention easements as shown upon the Plat of the Subdivision, and/or all property of the Association, as well as Officers, Directors, and Committee members and Employees of the Association. Further, it may bond, if desired, Officers, Directors and Employees of the Association.

9. To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the Subdivision which are owned and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting and poles within the Subdivision until such time that the lot owners of the Subdivision shall be assessed those utility costs via a special lighting assessment ordinance enacted by Polk County, Florida.

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

11. To convey for cash, terms and/or exchange Association property; to borrow funds for the purposes of its operations and/or responsibilities; to sue and be sued; to contract for services to provide for the 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 continually be members of the Association; and to transact any and all lawful business. Notwithstanding the foregoing, other than the present Owner, no common area of the Association or its membership may be mortgaged and/or conveyed without the consent of at least 2/3rds of its lot owner members.

12. To determine, prepare, deliver notice of and collect assessments from the Association members for the purposes 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's fees, by legal action, if necessary.

13. To accept from the present Owner and/or its assigns those grants, conveyances and/or dedications so reserved by the present Owner and/or its assigns as enumerated in those Restrictive Covenants and Conditions for its use and benefit. To accept as the operation entity the transfer of the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District.

14. 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; the Articles of Incorporation; its By-Laws, 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 Homeowners' Association an annual property improvement and management fee covering the cost of maintenance, improvement and operation

of the various common areas under the control of the Homeowners' Association hereinabove referenced which are for the private use and benefit of the property and lot owner. Each lot that has membership in the Association shall bear equal portions of each annual assessment regardless of a lot location, dimension or size.

2. Each lot owner as a member of the Association at all Association membership meetings, if in good standing, shall be entitled to one vote for each lot owned.

3. There shall be a \$100 initial membership fee per lot payable upon lot acquisition from the present Owner. The initial membership fees paid to the Association upon lot acquisition may be used for the payment of expenses by and/or reimbursements from the Association necessary for the purposes of its operation and responsibilities which shall include but not be limited to maintaining the corporation as required by the State of Florida, filing its annual tax returns, paying its property taxes and utility expenses, maintaining its insurance coverage, opening and maintaining its bank account, up-keeping and maintenance of common areas and improvements thereon; and the repayment of any interim loan(s) made by the present Owner in order to fund the Association's obligations in this regard.

4. During the month of September in each year, commencing in 2002, the Board of Directors of the Association shall establish an annual assessment for the Association for each lot membership in the Association, including any lots owned by the present Owner and unconveyed at that time. Each annual assessment shall be payable in advance on or before September of each succeeding year with the initial annual assessment payable on or before September 30, 2002, for the fiscal year, October 1, 2002 - September 30, 2003. Each lot owner upon acquisition of a lot from the present Owner shall in addition to the payment of the initial membership fee also be obligated at that time to repay to the present Owner said lot's prorata share as of the date of acquisition of any current annual and/or special assessment. Otherwise, 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 assessments for these purposes may from time to time be made by the Board of Directors.

5. Other than the initial membership fee of \$100 there shall be no assessment until October 1, 2002 as set forth hereinabove and the present Owner, Sunnyhill Estates, Inc., agrees to repair any structures and/or improvements necessary to cure any construction defects located on all common areas of the Association until that date at no expense to the lot owners; however, the expenses of upkeep and ordinary and necessary maintenance thereof shall be the obligation of the Association together with those expenses as set forth in paragraph 3 above.

6. During the month of September in each year, commencing in 2004, or sooner, the Board of Directors of the Association shall call an initial meeting and thereafter shall call annual meeting(s) during each subsequent August of the membership of the Association for the purpose of electing members of the Board of Directors; establishing the amount of the Association's annual maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing fiscal year. Said call (or that for any other Association meeting) shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than 10 days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owner shown on the books and recorded by the Association or to the lot owner's addresses as shown on the books and recorded by the Association or to the lot owner's 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 in good standing present in person or represented by proxy at said meeting.

7. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the lot owner's lot 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, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney's fees. A resulting charging lien for failure of payment shall not be deemed to constitute a default of any mortgage upon said lot unless specifically referenced as such in said mortgage. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether 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 for the collection and/or 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 lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith.

8. 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.

9. The Association through its membership shall have the 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 that would affect the surface water management system of the Subdivision, including the water management portions of the common areas unless prior approval thereof is obtained from the Southwest Florida Water Management District. In effect, the members' and the Association's obligation for the maintenance of the surface water management system of the Subdivision as specifically set forth in paragraphs 21 and 21 A 3. of these Restrictive Covenants and Conditions shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District Covenants and Conditions.

IN WITNESS WHEREOF, Sunnyhill Estates, Inc., a Florida corporation, has executed these Restrictive Covenants and Conditions by its proper corporate officer and affixed its corporate seal this 22nd day of October, 2001.

Signed, Sealed & Delivered
In the Presence of

Linda S. Fuller
Linda S. Fuller
Anna E. Rieger
Anna E. Rieger

Sunnyhill Estates, Inc.

By W. Wm. Ellsworth, Jr.
W. Wm. Ellsworth, Jr., President
P O Box 7667
Lakeland, Florida 33807

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Restrictive Covenants and Conditions were acknowledged before me by W. Wm. Ellsworth, Jr., President of Sunnyhill Estates, Inc., a Florida corporation, who is personally known to me and did not take an oath this 22nd day of October, 2001.

(Notarial Seal)

 Anna E. Rieger
My Commission CL#232803
Expires Apr 6, 2003

Anna E. Rieger
Anna E. Rieger
Notary Public - State of Florida

R-
Prepared by:
W. Wm. Ellsworth, Jr.
P. O. Box 7667
Lakeland, FL 33807

INSTR # 2003038975
BK 05275 PG 1125
RECORDED 02/27/2003 10:00:13 AM
RICHARD H. WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 33.00
RECORDED BY T Tierney

RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, D E Ranch, Inc., a Florida corporation, is the Owner of the following described real property in Polk County, Florida, described as:

Lots 1 through 29, inclusive, HIGHLANDS AT CREWS LAKE WEST
SUBDIVISION, Plat Book 121, Pages 7 & 8, Public Records
of Polk County, Florida.

WHEREAS, the Owner of said property desires to impose Restrictive Covenants and Conditions on Lots 1 through 29, inclusive, as described hereinabove for 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 of Lots 1 through 29, inclusive, as described hereinabove; the breach of which prior to January 1, 2035, shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one lot herein above described and subject to these restrictions 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 shall not be responsible or liable in any way for its failure to enforce any part of the Restrictive Covenants or Conditions so enumerated. Further, invalidation of any one or part 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, and such other Restrictive Covenants or Conditions shall remain in full force and effect. Additionally, the present Owner shall have the right to amend and/or modify these Restrictive Covenants and Conditions as to any or all of said lots at any time prior to the termination thereof; provided, however, that said lots affected by said amendment and/or modification shall be those at that time still owned by the present Owner or said amendment and/or modification shall also be joined in and executed by the subsequent Grantee of any lot in this Subdivision affected, as the case maybe; and provided further, that no amendment and/or modification may be made that will exclude mandatory lot membership with those resulting membership privileges and/or obligations in the Highlands at Crews Lake Homeowners' Association, Inc. as referenced in Paragraph 20 hereof or that will in any way affect the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the obligation of the Highlands at Crews Lake Homeowners' Association, Inc. and its members as set forth in Paragraph 20 hereof to perpetually operate and maintain same, unless prior approval thereof is obtained from the Southwest Florida Water Management District, so that, in effect, these Restrictions as pertaining thereto shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of these Restrictive Covenants and Conditions.

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 or within the Subdivision. One sign of a reasonable display size may tastefully identify the owner of the lot or residence. Other than that which signifies a residential security service, no other signs of any character may be exhibited or displayed upon any lot or the improvements thereupon, except that no more than one sign of not more than five square feet may be tastefully exhibited or displayed in advertising the property for sale or rent, or by a builder, subcontractor, licensed real estate broker or financial institution promoting their interest during a period of improvement, construction, or marketing.
3. No residence may exceed two stories in height. Each residence shall contain a minimum of 1000 square feet on the ground floor unless the residence shall be a two-story residence in which event it shall contain a minimum of 1,200 square feet of which 600 square feet shall be on the ground floor. The term "ground floor" means the footing area on the ground, whether or not the same is on the lowest level. All square footage shall be measured by outside dimensions exclusive of garages, patios, screened or unscreened porches, and covered walkways and breezeways.
4. Each residence shall contain a minimum enclosed standard double-car garage not less than 20 linear feet in width. Each garage shall be architecturally integrated as a part or as an extension of the residence

and attached thereto to conform architecturally therewith. Each garage shall have garage doors for ingress and egress purposes. With the approval of the Owner/Developer, a garage may be enclosed to accommodate a sales model office; and thereafter, upon the subsequent sale of the residence, the enclosed garage may remain as converted. The driveway from each garage to the roadways within the Subdivision shall be constructed of 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. There shall be no driveway access allowed to Lots 1 through 7, inclusive, from Powerline Road adjoining the West boundary of said lots.

5. All construction on each lot shall be new conventional 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 during 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 on the front of a residence; however, unfinished exposed concrete block walls, if painted, shall be permitted elsewhere. No prefabricated, modular geodesic-dome, or elevated still type residences shall be allowed to be constructed within the Subdivision.

6. 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 out-building shall at any time be placed temporarily or permanently upon any lot. A utility shed will be permitted as long as said utility shed is no more than 8 feet in height, is architecturally complimentary to the residence, and is located in the back-yard of the residence if the back-yard is enclosed by a 6 foot privacy fence. Additionally, a doghouse will be permitted in the back-yard of the residence if the back yard is enclosed by a 6 foot privacy fence. No above-ground swimming pool shall be permitted on any lot.

7. For setback purposes, no part or portion of any residence, garage or accessory building on any lot shall be constructed closer than the property line setback requirement that may be at the time of construction of any residence, garage or accessory building imposed by applicable zoning ordinances affecting said property by any governmental entity.

8. Subject to those exceptions as set forth in paragraph 9 hereafter, no walls, fencing or hedging along or near the boundary line of any lot shall be erected, constructed, placed or grown in excess of 3 feet in height above normal ground level within the minimum front-yard setback area. Any walls, fencing or hedging along or near the property line of any lot within the Subdivision may not be erected, constructed, placed or grown in excess of 6 feet in height above normal ground level.

9. All lot yards must be sodded with grass. All lot front yards shall have appropriate landscaping and shrubbery which shall include the planting of shrubs, bushes, plants, and/or flowers next to all front outside walls of the residence (including its garage) except where prevented by the presence of adjacent driveways, walkways, patios or porches. All sodding, landscaping and shrubbery as required shall be planted no later than two months after completion of construction of the residence.

10. Receptacles for mail and/or paper deliveries placed adjacent to or upon the right-of-way of the roadways within or adjacent to the Subdivision by a lot owner in the Subdivision shall meet the requirements of the United States Postal Service, if any, and shall be tastefully constructed and maintained by the lot owner in keeping with the intention of these Restrictions so as not to degrade the value of the residence or adjacent properties in the Subdivision. There shall be no permanent receptacles for garbage and/or trash located in the front-yard of any lot on or adjacent to the right-of-way of the roadways within the Subdivision. In addition, all receptacles for garbage and trash, except during the days of scheduled pick-up, shall be located as not to be visible by vehicular traffic traveling along the roadways within the Subdivision.

11. All telephone, electrical and cable services to any residence must be underground from the point of distribution to the residence. Additionally, exterior radio aerials, television and/or cable antennas may only be attached to the rear of the residence or located in the back-yard thereof and may be only extended to a height of 15 feet above the roof ridge line of the residence. Further, no satellite antenna (commonly known as discs or dishes) shall be erected or located upon a lot except in the back-yard of the residence and then only if completely bordered by fence or hedge.

12. All motor vehicles located on any lot shall carry a current year 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 roadways within or outside of and adjacent to the Subdivision. Further, there shall be no parking of any trucks of any nature, other than pickup trucks, vans or campers upon a lot. No vehicles may be stored upon any lot other than a boat and/or a boat-trailer which must be stored either in the garage or in the back-yard of the residence within a 6 foot privacy fence. No vehicles, campers or boats on a lot may be used at any time for residential purposes. 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.

13. 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. No agricultural activities on any lot shall be permitted which result in the sale of an agricultural product grown on the premises whether sold in or out of the Subdivision.

14. No lot without a house constructed thereon shall be used for parking purposes except parking in conjunction with a sales office promoting the Subdivision and/or a model residence(s). No lot shall be used, without express written permission of the present Owner for ingress/egress, utility and/or drainage purposes to adjacent property. No major alteration of ground elevation shall be permitted on any lot. No lot owner shall construct outdoor clotheslines or expose fuel tanks on a lot. 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, litter, trash and/or unsightly weeds.

15. The integrity of the surface water management system facilities and drainage design of the Subdivision must be maintained and no lot owner shall impair or divert any man-made drainage structures areas and/or easements within or adjacent to the Subdivision. The surface water management system facilities shall include, but not be limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, if any.

No owner of property within the Subdivision may conduct construction activities relative to any portion of the surface water management system facilities nor construct or maintain any building, residence, or other structure, or undertake or perform any activity in the wetlands, wetland irrigation areas, buffer areas, upland conservation areas and drainage easements described in Southwest Florida Water Management District General Management Surface Water Permit No. 44024176.000 as amended and/or modified, and the recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Florida Administrative Code Rule Chapter 40 D-4. Prohibitive activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If wetland mitigation areas are included in the Subdivision as defined by the Southwest Florida Water Management District, or a wetland 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 may be conducted without specific written approval from the District.

The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned or shall be owned by the Subdivision's Homeowners' Association, or are located on land that is subject to an easement in favor of the Association and its successors.

16. 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 months from the time of such destruction. If not reconstructed or repaired within six 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.

17. 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 or the Subdivision as a whole.

18. Nothing contained herein shall prevent the present Owner, its successors, assignees and/or designees from doing or performing on all or any part of the Subdivision not conveyed and/or transferred (unless reservation otherwise shall have been retained) that may be determined to be necessary or advisable to complete and/or market the Subdivision development and/or the residential construction therein, including without limitation:

- a) Erecting, constructing and maintaining model residential units as may be necessary for the completing of the development, and establishing it as a residential community, and disposing of the Subdivision lots or residential units through sale, lease or otherwise; including without limitation the promotion of all or a part of the Subdivision in a parade of homes or other similar marketing endeavor(s).
- b) Erecting, constructing and maintaining a separate temporary sales office(s) within the Subdivision or within a model residential unit constructed in the Subdivision which may be located within the enclosed garage.
- c) Maintaining signs and other advertising media within the Subdivision as may be necessary in connection with the sale, lease or other transfer of the development of either lots and/or residential units to third parties.

19. The present Owner and/or its assigns reserves the right to grant, convey, and/or dedicate and/or to expand the use and benefit of all easements contained in these Restrictions and within the Plat of this Subdivision or that may hereafter be imposed upon any property contained within this Subdivision by the Owner and/or its assigns to the use and benefit of Highlands at Crews Lake Homeowners' Association, Inc., State of Florida Charter N01000007622, its membership, guests and/or invitees.

20. HIGHLANDS AT CREWS LAKE HOMEOWNERS' ASSOCIATION, INC.

The Association has perpetual existence and is chartered as a not-for-profit corporation under the laws of the State of Florida; and being Charter No. N01000007622. Each initial and subsequent record lot owner of Highlands at Crews Lake West Subdivision, Plat Book 121, Pages 7 & 8, Public Records of Polk County, Florida, including the present Owner of said lots, is and will be a mandatory member of the Highlands at Crews Lake Homeowners' Association, Inc., a Florida corporation not-for-profit, and will maintain membership in the Association as long that lot is owned.

Each lot owner agrees to maintain said membership in the Association in good standing and to abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, as may be amended from time to time; however, no amendment shall be made as to either the Articles of Incorporation, By Laws, Rules and Regulations of the Association that will in anyway exclude mandatory membership of each lot owner of the Subdivision or affect the surface water management system facilities of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the requirement that the Homeowners' Association shall operate and maintain said surface water management system in accordance herewith, unless prior approval thereof is obtained from the Southwest Florida Water Management District.

On-site wetland mitigation, if any, as defined by the District which requires on-going monitoring and maintenance shall also require the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the District's Permit. The District has 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. If the Association ceases to exist, all of the lot 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 Southwest Florida Water Management District General Management Surface Water Permit as issued for the Subdivision, unless and until an alternate entity assumes responsibility.

A. The Homeowners' Association is empowered:

1. To enforce those Restrictive Covenants and Conditions pertaining to Lots 1-29, inclusive, of Highlands at Crews Lake West Subdivision and any other Restrictive Covenants and Conditions pertaining to any other Subdivision or development (the lot owners of which are members of the Association) either for its own account or in conjunction with lot owners, and to enact rules of use and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members.

2. To modify those Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot.

3. To manage, construct, repair, maintain and/or improve all drainage easements and/or all drainage retention/detention easements for the use and benefit of all property owners of the Highlands at Crews Lake West Subdivision as shown upon and contained within the Plat of Highlands at Crews Lake West Subdivision, Plat Book 121, Pages 7 & 8, Public Records of Polk County, Florida. Maintenance and/or improvements shall also include any fences and/or walls, hedges and landscaping areas with or without irrigation attributable thereto and within and/or adjacent to said drainage retention/detention easements. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage retention/detention 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 and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot within the Subdivision for these purposes.

4. To manage, construct, maintain, repair and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by the present Owner and/or the Homeowners' Association) on common areas of use including but not limited to walls, fencing and/or hedging within and along the perimeter of the Subdivision; Subdivision signage; all landscaping and irrigation pertaining thereto now upon or to be placed on common areas of use and along and at the Subdivision entrance; as well as storm water drainage and retention/detention easements within the Subdivision; and all utilities used by the Association and its members as common areas of use. In this regard, it shall have a perpetual easement and/or a license of entry over any lot for the purposes of maintenance, construction and/or repair for these uses herein set forth.

5. To manage the affairs of the Association in all respects, including but not limited to the hiring and/or retaining of necessary employees, secretarial services and/or management services.

6. To place easements of record, if necessary, for utility and/or drainage along any lot line in the Highlands at Crews Lake West Subdivision or any other Subdivision (the lot owners of which are members of this Association) and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) within the common areas of the Subdivision together with distribution lines therefrom for the purpose of providing landscape irrigation.

7. 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.

8. To obtain insurance at its discretion for loss purposes, whether for casualty or liability, covering all real properties, easements and/or improvements thereupon in the Subdivision and used in conjunction with and for the purpose of this Association and its members in common including, but not limited to, walls and/or fencing within the Subdivision or at the Subdivision entrance, drainage easements and drainage retention / detention easements as shown upon the Plat of the Subdivision, and/or all property of the Association, as well as Officers, Directors, and Committee members and Employees of the Association. Further, it may bond, if desired, Officers, Directors and Employees of the Association.

9. To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the Subdivision which are owned and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting and poles within the Subdivision until such time that the lot owners of the Subdivision shall be assessed those utility costs via a special lighting assessment ordinance enacted by Polk County, Florida.

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

11. To convey for cash, terms and/or exchange Association property; to borrow funds for the purposes of its operations and/or responsibilities; to sue and be sued; to contract for services to provide for the 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 continually be members of the Association; and to transact any and all lawful business. Notwithstanding the foregoing, other than the present Owner, no common area of the Association or its membership may be mortgaged and/or conveyed without the consent of at least 2/3rds of its lot owner members.

12. To determine, prepare, deliver notice of and collect assessments from the Association members for the purposes 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's fees, by legal action, if necessary.

13. To accept from the present Owner and/or its assigns those grants, conveyances and/or dedications so reserved by the present Owner and/or its assigns as enumerated in those Restrictive Covenants and Conditions for its use and benefit. To accept as the operation entity the transfer of the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District.

14. 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; the Articles of Incorporation; its By-Laws, 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 Homeowners' Association an annual property improvement and management fee covering the cost of maintenance, improvement and operation of the various common areas under the control of the Homeowners' Association hereinabove referenced which are for the private use and benefit of the property and lot owner. Each lot that has membership in the Association shall bear equal portions of each annual assessment regardless of a lot location, dimension or size.

2. Each lot owner as a member of the Association at all Association membership meetings, if in good standing, shall be entitled to one vote for each lot owned.

3. There shall be a \$100 initial membership fee per lot payable upon lot acquisition from the present Owner. The initial membership fees paid to the Association upon lot acquisition may be used for the payment of expenses by and/or reimbursements from the Association necessary for the purposes of its operation and responsibilities which shall include but not be limited to maintaining the corporation as required by the State of Florida, filing its annual tax returns, paying its property taxes and utility expenses, maintaining its insurance coverage, opening and maintaining its bank account, up-keeping and maintenance of common areas and

improvements thereon; and the repayment of any interim loan(s) made by the present Owner in order to fund the Association's obligations in this regard.

4. During the month of September in each year, commencing in 2002, the Board of Directors of the Association shall establish an annual assessment for the Association for each lot membership in the Association. Each annual assessment shall be payable in advance on or before September of each succeeding year with the initial annual assessment payable on or before September 30, 2002, for the fiscal year, October 1, 2002 - September 30, 2003. Any lots owned by the present Owner and unconveyed shall be excluded from annual and/or special assessment until acquisition of a lot from the present Owner upon which event the subsequent lot owner shall in addition to the payment of the initial membership fee also be obligated at that time to pay said lot's prorata share as of the date of acquisition of any current annual and/or special assessment. Otherwise, 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 assessments for these purposes may from time to time be made by the Board of Directors.

5. Other than the initial membership fee of \$100, there shall be no assessment until October 1, 2003 as set forth hereinabove and the present Owner, D E Ranch, Inc., agrees to repair any structures and/or improvements necessary to cure any construction defects located on all common areas of the Association until that date at no expense to the lot owners; however, the expenses of upkeep and ordinary and necessary maintenance thereof shall be the obligation of the Association together with those expenses as set forth in paragraph 3 above.

6. During the month of September in each year, commencing in 2004, or sooner, the Board of Directors of the Association shall call an initial meeting and thereafter shall call annual meeting(s) during each subsequent August of the membership of the Association for the purpose of electing members of the Board of Directors; establishing the amount of the Association's annual maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing fiscal year. Said call (or that for any other Association meeting) shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than 10 days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owner shown on the books and recorded by the Association or to the lot owner's addresses as shown on the books and recorded by the Association or to the lot owner's 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 in good standing present in person or represented by proxy at said meeting.

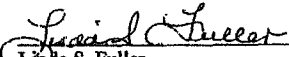
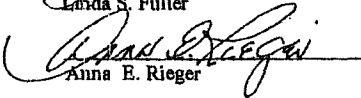
7. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the lot owner's lot within the Subdivision for non-payment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney's fees. A resulting charging lien for failure of payment shall not be deemed to constitute a default of any mortgage upon said lot unless specifically referenced as such in said mortgage. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether 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 for the collection and/or 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 lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith.

8. 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.

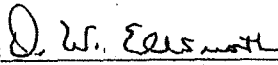
9. The Association through its membership shall have the right to modify all of the Restrictions contained herein by amendment, deletion and/or addition thereto upon the written direction of 75% or more of the membership in the Association; however, no amendment, deletion and/or addition thereto may be made that would affect the surface water management system of the Subdivision, including the water management portions of the common areas unless prior approval thereof is obtained from the Southwest Florida Water Management District. In effect, the members' and the Association's obligation for the maintenance of the surface water management system of the Subdivision as specifically set forth in paragraphs 20 and 20 A 3. of these Restrictive Covenants and Conditions shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District Covenants and Conditions.

IN WITNESS WHEREOF, D E Ranch, Inc., a Florida corporation, has executed these Restrictive Covenants and Conditions by its proper corporate officer and affixed its corporate seal this 24th day of February, 2003.

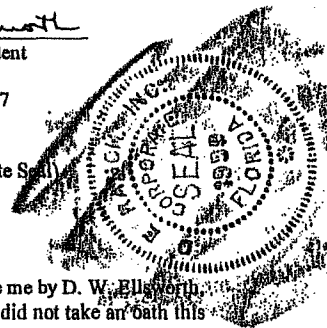
Signed, Sealed & Delivered
In the Presence of


Linda S. Fuller

Anna E. Rieger

D E Ranch, Inc.

By: 
D. W. Ellsworth, President
P O Box 7667
Lakeland, Florida 33807

(Corporate Seal)



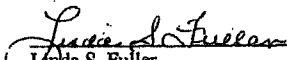
STATE OF FLORIDA
COUNTY OF POLK

The foregoing Restrictive Covenants and Conditions were acknowledged before me by D. W. Ellsworth, President of D E Ranch, Inc., a Florida corporation, who is personally known to me and did not take an oath this 24th day of February, 2003.

(Notarial Seal)



Linda S. Fuller
Commission # DD105848
Expires April 4, 2006
Bonded Thru
Atlantic Bonding Co., Inc.


Linda S. Fuller
Notary Public - State of Florida

INSTR # 2002074522
OR BK 04987 PG 2100
RECORDED 04/24/2002 12:10 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK S Wiggins

R-
Prepared by:
W. Wm. Ellsworth, Jr.
P. O. Box 7667
Lakeland, FL 33807

RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, J P R Development Co., a Florida corporation, is the Owner of the following described real property in Polk County, Florida, described as:

Lots 1 through 56, inclusive, HIGHLANDS AT CREWS LAKE ADDITION SUBDIVISION,
Plat Book 118, Pages 30 & 31, Public Records of Polk County, Florida.

WHEREAS, the Owner of said property desires to impose Restrictive Covenants and Conditions on Lots 1 through 56, inclusive, as described hereinabove for 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 of Lots 1 through 56, inclusive, as described hereinabove; the breach of which prior to January 1, 2035, shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one lot herein above described and subject to these restrictions 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 shall not be responsible or liable in any way for its failure to enforce any part of the Restrictive Covenants or Conditions so enumerated. Further, invalidation of any one or part 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, and such other Restrictive Covenants or Conditions shall remain in full force and effect. Additionally, the present Owner shall have the right to amend and/or modify these Restrictive Covenants and Conditions as to any or all of said lots at any time prior to the termination thereof; provided, however, that said lots affected by said amendment and/or modification shall be those at that time still owned by the present Owner or said amendment and/or modification shall also be joined in and executed by the subsequent Grantee of any lot in this Subdivision affected, as the case maybe; and provided further, that no amendment and/or modification may be made that will exclude mandatory lot membership with those resulting membership privileges and/or obligations in the Highlands at Crews Lake Homeowners' Association, Inc. as referenced in Paragraph 21 hereof or that will in any way affect the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the obligation of the Highlands at Crews Lake Homeowners' Association, Inc. and its members as set forth in Paragraph 21 hereof to perpetually operate and maintain same, unless prior approval thereof is obtained from the Southwest Florida Water Management District, so that, in effect, these Restrictions as pertaining thereto shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of these Restrictive Covenants and Conditions.

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 or within the Subdivision. One sign of a reasonable display size may tastefully identify the owner of the lot or residence. Other than that which signifies a residential security service, no other signs of any character may be exhibited or displayed upon any lot or the improvements thereupon, except that no more than one sign of not more than five square feet may be tastefully exhibited or displayed in advertising the property for sale or rent, or by a builder, subcontractor, licensed real estate broker or financial institution promoting their interest during a period of improvement, construction, or marketing.
3. No residence may exceed two stories in height. Each residence shall contain a minimum of 1000 square feet on the ground floor unless the residence shall be a two-story residence in which event it shall contain a minimum of 1,200 square feet of which 600 square feet shall be on the ground floor. The term "ground floor" means the footing area on the ground, whether or not the same is on the lowest level. All square footage shall be measured by outside dimensions exclusive of garages, patios, screened or unscreened porches, and covered walkways and breezeways.
4. Each residence shall contain a minimum enclosed standard double-car garage not less than 20 linear feet in width. Each garage shall be architecturally integrated as a part or as an extension of the residence and attached thereto to conform architecturally therewith. Each garage shall have garage doors for ingress and egress purposes. With the approval of the Owner/Developer, a garage may be enclosed to accommodate a sales model office; and thereafter, upon the subsequent sale of the residence, the enclosed garage may remain as converted. The driveway from each garage to the roadways within the Subdivision shall be constructed of 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. Additionally, Lots 22 through 27, inclusive, shall not be accessed from Power Line Road adjacent and West thereof.

5. All construction on each lot shall be new conventional 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 during 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 on the front of a residence; however, unfinished exposed concrete block walls, if painted, shall be permitted elsewhere. No prefabricated, modular geodesic-dome, or elevated stilt type residences shall be allowed to be constructed within the Subdivision.

6. 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 out-building shall at any time be placed temporarily or permanently upon any lot. A utility shed will be permitted as long as said utility shed is no more than 8 feet in height, is architecturally complimentary to the residence, and is located in the back-yard of the residence if the back-yard is enclosed by a 6 foot privacy fence. Additionally, a doghouse will be permitted in the back-yard of the residence if the back yard is enclosed by a 6 foot privacy fence. No above-ground swimming pool shall be permitted on any lot.

7. For setback purposes, no part or portion of any residence, garage or accessory building on any lot shall be constructed closer than the property line setback requirement that may be at the time of construction of any residence, garage or accessory building imposed by applicable zoning ordinances affecting said property by any governmental entity.

8. No walls, fencing or hedging along or near the boundary line of any lot shall be erected, constructed, placed or grown in excess of 3 feet in height above normal ground level within the minimum front-yard setback area. Any walls, fencing or hedging along or near the property line of any lot within the Subdivision may not be erected, constructed, placed or grown in excess of 6 feet in height above normal ground level.

9. All lot yards must be sodded with grass. All lot front yards shall have appropriate landscaping and shrubbery which shall include the planting of shrubs, bushes, plants, and/or flowers next to all front outside walls of the residence (including its garage) except where prevented by the presence of adjacent driveways, walkways, patios or porches. All sodding, landscaping and shrubbery as required shall be planted no later than two months after completion of construction of the residence.

10. Receptacles for mail and/or paper deliveries placed adjacent to or upon the right-of-way of the roadways within or adjacent to the Subdivision by a lot owner in the Subdivision shall meet the requirements of the United States Postal Service, if any, and shall be tastefully constructed and maintained by the lot owner in keeping with the intention of these Restrictions so as not to degrade the value of the residence or adjacent properties in the Subdivision. There shall be no permanent receptacles for garbage and/or trash located in the front-yard of any lot on or adjacent to the right-of-way of the roadways within the Subdivision. In addition, all receptacles for garbage and trash, except during the days of scheduled pick-up, shall be located as not to be visible by vehicular traffic traveling along the roadways within the Subdivision.

11. All telephone, electrical and cable services to any residence must be underground from the point of distribution to the residence. Additionally, exterior radio aerials, television and/or cable antennas may only be attached to the rear of the residence or located in the back-yard thereof and may be only extended to a height of 15 feet above the roof ridge line of the residence. Further, no satellite antenna (commonly known as discs or dishes) shall be erected or located upon a lot except in the back-yard of the residence and then only if completely bordered by fence or hedge.

12. All motor vehicles located on any lot shall carry a current year 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 roadways within or outside of and adjacent to the Subdivision. Further, there shall be no parking of any trucks of any nature, other than pickup trucks, vans or campers upon a lot. No vehicles may be stored upon any lot other than a boat and/or a boat-trailer which must be stored either in the garage or in the back-yard of the residence within a 6 foot privacy fence. No vehicles, campers or boats on a lot may be used at any time for residential purposes. 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.

13. 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. No agricultural activities on any lot shall be permitted which result in the sale of an agricultural product grown on the premises whether sold in or out of the Subdivision.

14. No lot without a house constructed thereon shall be used for parking purposes except parking in conjunction with a sales office promoting the Subdivision and/or a model residence(s). No lot shall be used, without express written permission of the present Owner for ingress/egress, utility and/or drainage purposes to adjacent property. No major alteration of ground elevation shall be permitted on any lot. No lot owner shall construct outdoor clotheslines or expose fuel tanks on a lot. 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, litter, trash and/or unsightly weeds.

15. The integrity of the surface water management system facilities and drainage design of the Subdivision must be maintained and no lot owner shall impair or divert any man-made drainage structures areas and/or easements within or adjacent to the Subdivision. The surface water management system facilities shall include, but not be limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, if any.

No owner of property within the Subdivision may conduct construction activities relative to any portion of the surface water management system facilities nor construct or maintain any building, residence, or other structure, or undertake or perform any activity in the wetlands, wetland irrigation areas, buffer areas, upland conservation areas and drainage easements described in Southwest Florida Water Management District General Management Surface Water Permit No. 402998.0100, as amended and/or modified, and the recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Florida Administrative Code Rule Chapter 40 D-4. Prohibitive activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If wetland mitigation areas are included in the Subdivision as defined by the Southwest Florida Water Management District, or a wetland 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 may be conducted without specific written approval from the District.

The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned or shall be owned by the Subdivision's Homeowners' Association, or are located on land that is subject to an easement in favor of the Association and its successors.

16. 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 months from the time of such destruction. If not reconstructed or repaired within six 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.

17. 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 or the Subdivision as a whole.

18. Nothing contained herein shall prevent the present Owner, its successors, assignees and /or designees from doing or performing on all or any part of the Subdivision not conveyed and/or transferred (unless reservation otherwise shall have been retained) that may be determined to be necessary or advisable to complete and/or market the Subdivision development and/or the residential construction therein, including without limitation:

- a) Erecting, constructing and maintaining model residential units as may be necessary for the completing of the development, and establishing it as a residential community, and disposing of the Subdivision lots or residential units through sale, lease or otherwise; including without limitation the promotion of all or a part of the Subdivision in a parade of homes or other similar marketing endeavor(s).
- b) Erecting, constructing and maintaining a separate temporary sales office(s) within the Subdivision or within a model residential unit constructed in the Subdivision which may be located within the enclosed garage.
- c) Maintaining signs and other advertising media within the Subdivision as may be necessary in connection with the sale, lease or other transfer of the development of either lots and/or residential units to third parties.

19. The present Owner and/or its assigns reserves the right to grant, convey, and/or dedicate and/or to expand the use and benefit of all easements contained in these Restrictions and within the Plat of this Subdivision or that may hereafter be imposed upon any property contained within this Subdivision by the Owner and/or its assigns to the use and benefit of Highlands at Crews Lake Homeowners' Association, Inc., its membership, guests and/or invitees.

20. TRACT "A"

Specifically excluded from these Restrictive Covenants and Conditions is that parcel designated as Tract "A" and contained within the Subdivision; however, Tract "A" is for ingress/egress to adjacent real properties and may be used for future public or private road right of way purposes.

21. HIGHLANDS AT CREWS LAKE HOMEOWNERS' ASSOCIATION, INC.

The Association has perpetual existence and shall be chartered as a not-for-profit corporation under the laws of the State of Florida. Each initial and subsequent record lot owner of Highlands at Crews Lake

Subdivision, Plat Book 116, Pages 14 & 15, and Highlands at Crews Lake Addition Subdivision, Plat Book 118, Pages 30 & 31, Public Records of Polk County, Florida, including the present Owner of said lots, is and will be a mandatory member of the Highlands at Crews Lake Homeowners' Association, Inc., a Florida corporation not-for-profit, and will maintain membership in the Association as long that lot is owned. The membership of the Association may include as additional future members those owners of all or a part of said real properties adjacent to the Subdivision as herein referenced within the remaining portion of the West 1/2 of the NW 1/4 and within the West 1/2 of the East 1/2 of the NW 1/4 of Section 23, Township 29 South, Range 24 East, Polk County, Florida.

Each lot owner agrees to maintain said membership in the Association in good standing and to abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, as may be amended from time to time; however, no amendment shall be made as to either the Articles of Incorporation, By Laws, Rules and Regulations of the Association that will in anyway exclude mandatory membership of each lot owner of the Subdivision or affect the surface water management system facilities of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the requirement that the Homeowners' Association shall operate and maintain said surface water management system in accordance herewith, unless prior approval thereof is obtained from the Southwest Florida Water Management District.

On-site wetland mitigation, if any, as defined by the District which requires on-going monitoring and maintenance shall also require the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the District's Permit. The District has 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. If the Association ceases to exist, all of the lot 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 Southwest Florida Water Management District General Management Surface Water Permit as issued for the Subdivision, unless and until an alternate entity assumes responsibility.

A. The Homeowners' Association is empowered:

1. To enforce those Restrictive Covenants and Conditions pertaining to Lots 1-28, inclusive, of Highlands at Crews Lake Subdivision and Lots 1-56 , inclusive, of Highlands at Crews Lake Addition Subdivision, and any other Restrictive Covenants and Conditions pertaining to any other Subdivision or development (the lot owners of which are members of the Association) either for its own account or in conjunction with lot owners, and to enact rules of use and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members.
2. To modify those Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot.
3. To manage, construct, repair, maintain and/or improve all drainage easements and/or all drainage retention/detention easements for the use and benefit of all property owners of the Highlands at Crews Lake Subdivision as shown upon and contained within the Plats of Highlands at Crews Lake Subdivision, Plat Book 116, Pages 14 & 15 and Highlands at Crews Lake Addition Subdivision, Plat Book 118, Pages 30 & 31, Public Records of Polk County, Florida. Maintenance and/or improvements shall also include any fences and/or walls, hedges and landscaping areas with or without irrigation attributable thereto and within and/or adjacent to said drainage retention/detention easements. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage retention/detention 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 and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot within the Subdivision for these purposes.
4. To manage, construct, maintain, repair and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by the present Owner and/or the Homeowners' Association) on common areas of use including but not limited to walls, fencing and/or hedging within and along the perimeter of the Subdivision; Subdivision signage; all landscaping and irrigation pertaining thereto now upon or to be placed on common areas of use and along and at the Subdivision entrance; as well as storm water drainage and retention/detention easements within the Subdivision; and all utilities used by the Association and its members as common areas of use. In this regard, it shall have a perpetual easement and/or a license of entry over any lot for the purposes of maintenance, construction and/or repair for these uses herein set forth.
5. To manage the affairs of the Association in all respects, including but not limited to the hiring and/or retaining of necessary employees, secretarial services and/or management services.
6. To place easements of record, if necessary, for utility and/or drainage along any lot line in the Highlands at Crews Lake Subdivision and Highlands At Crews Lake Addition Subdivision or any other Subdivision (the lot owners of which are members of this Association) and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) within the common areas of the Subdivision together with distribution lines therefrom for the purpose of providing landscape irrigation.

7. 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.

8. To obtain insurance at its discretion for loss purposes, whether for casualty or liability, covering all real properties, easements and/or improvements thereupon in the Subdivision and used in conjunction with and for the purpose of this Association and its members in common including, but not limited to, walls and/or fencing within the Subdivision or at the Subdivision entrance, drainage easements and drainage retention / detention easements as shown upon the Plat of the Subdivision, and/or all property of the Association, as well as Officers, Directors, and Committee members and Employees of the Association. Further, it may bond, if desired, Officers, Directors and Employees of the Association.

9. To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the Subdivision which are owned and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting and poles within the Subdivision until such time that the lot owners of the Subdivision shall be assessed those utility costs via a special lighting assessment ordinance enacted by Polk County, Florida.

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

11. To convey for cash, terms and/or exchange Association property; to borrow funds for the purposes of its operations and/or responsibilities; to sue and be sued; to contract for services to provide for the 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 continually be members of the Association; and to transact any and all lawful business. Notwithstanding the foregoing, other than the present Owner, no common area of the Association or its membership may be mortgaged and/or conveyed without the consent of at least 2/3rds of its lot owner members.

12. To determine, prepare, deliver notice of and collect assessments from the Association members for the purposes 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's fees, by legal action, if necessary.

13. To accept from the present Owner and/or its assigns those grants, conveyances and/or dedications so reserved by the present Owner and/or its assigns as enumerated in those Restrictive Covenants and Conditions for its use and benefit. To accept as the operation entity the transfer of the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District.

14. 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; the Articles of Incorporation; its By-Laws, 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 Homeowners' Association an annual property improvement and management fee covering the cost of maintenance, improvement and operation of the various common areas under the control of the Homeowners' Association hereinabove referenced which are for the private use and benefit of the property and lot owner. Each lot that has membership in the Association shall bear equal portions of each annual assessment regardless of a lot location, dimension or size.

2. Each lot owner as a member of the Association at all Association membership meetings, if in good standing, shall be entitled to one vote for each lot owned.

3. There shall be a \$100 initial membership fee per lot payable upon lot acquisition from the present Owner. The initial membership fees paid to the Association upon lot acquisition may be used for the payment of expenses by and/or reimbursements from the Association necessary for the purposes of its operation and responsibilities which shall include but not be limited to maintaining the corporation as required by the State of Florida, filing its annual tax returns, paying its property taxes and utility expenses, maintaining its insurance coverage, opening and maintaining its bank account, up-keeping and maintenance of common areas and improvements thereon; and the repayment of any interim loan(s) made by the present Owner in order to fund the Association's obligations in this regard.

4. During the month of September in each year, commencing in 2002, the Board of Directors of the Association shall establish an annual assessment for the Association for each lot membership in Highlands at Crews Lake Subdivision and Highlands at Crews Lake Addition Subdivision in the Association, including any lots owned by the present Owner in Highlands at Crews Lake Subdivision and unconveyed at that time. However, any lots owned by the present Owner in Highlands at Crews Lake Addition Subdivision shall not be subject to any annual assessment for the Association unless unconveyed as of May 1, 2003, which in that event shall be subject to that annual assessment on a prorata basis for the fiscal year October 1, 2002 - September 30, 2003, or 5/12ths thereof. Each annual assessment shall be payable in advance on or before September of each succeeding year

with the initial annual assessment payable on or before September 30, 2002, for the fiscal year, October 1, 2002 - September 30, 2003. Each lot owner upon acquisition of a lot from the present Owner shall in addition to the payment of the initial membership fee also be obligated at that time to pay the Association or to repay to the present Owner said lot's prorata share as of the date of acquisition any current annual and/or special assessment unpaid or that has been paid by the present Owner, as the case may be. Otherwise, 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 assessments for these purposes may from time to time be made by the Board of Directors.

5. Other than the initial membership fee of \$100 there shall be no assessment until October 1, 2002 as set forth hereinabove. Additionally, the present Owner, J P R Development Co., of Highlands at Crews Lake Addition Subdivision agrees to repair within the Subdivision any structures and/or improvements necessary to cure any construction defects located on all common areas of the Association until May 1, 2003 at no expense to the lot owners; however, the expenses of upkeep and ordinary and necessary maintenance thereof shall be the obligation of the Association together with those expenses as set forth in paragraph 3 above.

6. During the month of September in each year, commencing in 2004, or sooner, the Board of Directors of the Association shall call an initial meeting and thereafter shall call annual meeting(s) during each subsequent August of the membership of the Association for the purpose of electing members of the Board of Directors; establishing the amount of the Association's annual maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing fiscal year. Said call (or that for any other Association meeting) shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than 10 days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owner shown on the books and recorded by the Association or to the lot owner's addresses as shown on the books and recorded by the Association or to the lot owner's 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 in good standing present in person or represented by proxy at said meeting.

7. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the lot owner's lot 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, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney's fees. A resulting charging lien for failure of payment shall not be deemed to constitute a default of any mortgage upon said lot unless specifically referenced as such in said mortgage. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether 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 for the collection and/or 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 lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith.

8. 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.

9. The Association through its membership shall have the 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 that would affect the surface water management system of the Subdivision, including the water management portions of the common areas unless prior approval thereof is obtained from the Southwest Florida Water Management District. In effect, the members' and the Association's obligation for the maintenance of the surface water management system of the Subdivision as specifically set forth in paragraphs 21 and 21 A 3. of these Restrictive Covenants and Conditions shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District Covenants and Conditions.

IN WITNESS WHEREOF, J P R Development, Inc., a Florida corporation, has executed these Restrictive Covenants and Conditions by its proper corporate officer and affixed its corporate seal this 24th day of April, 2002.

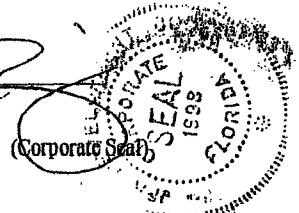
Signed, Sealed & Delivered
In the Presence of

Denise E. Harrell
Denise E. Harrell
Anna E. Rieger
Anna E. Rieger

J P R Development Co.

By:

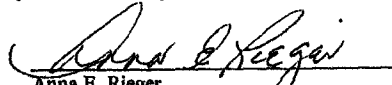
J. C. Aldridge
J. C. Aldridge
President



STATE OF FLORIDA
COUNTY OF POLK

The foregoing Restrictive Covenants and Conditions were acknowledged before me by J. C. Aldridge ,
President of J P R Development Co., a Florida corporation, who is personally known to me and did not take an
oath this 24th day of April, 2002.

(Notarial Seal)


Anna E. Rieger
Notary Public - State of Florida

