

REVISED AND RESTATED

RULES & REGULATIONS

FOR

HIGHLAND LAKES BRADENTON
HOMEOWNERS ASSOCIATION

You have purchased a house in a deed restricted community. These Rules and regulations provide important primary guidance however please read the complete Governing Documents carefully as compliance is required.

I. GENERAL USE

A. Residential buildings only - not to exceed one story in height - no detached structures, house trailers, temporary buildings, tents, carports or enclosed converted garages. No commercial usage or involvement.

Sales/No Rentals.

HIGHLAND LAKES is to be an owner-occupied community. Beginning March 1, 2006, only lot owners and their families are permitted to occupy a residence in **HIGHLAND LAKES**. No rentals or leases of a lot or dwelling unit shall be allowed.

(1) A copy of all **HIGHLAND LAKES** recorded governing documents and Association Rules and Regulations must be provided to the buyer by the seller at the seller's expense.

(2) An Association fee of \$150 per applicant (with two spouses being treated as one applicant) payable to the Association and a completed sales or transfer application (on a form promulgated by the Association) is required from the buyer prior to the purchase of a home. Such sales or transfer applications must be approved by the Board of Directors unless the seller is in arrears on any assessment, special assessment, fine, payment or other monetary obligation to the Association. In such event, the Association may disapprove the sales or transfer application until such time as the owner brings the owner's account with the Association current.

(3) Lots in **HIGHLAND LAKES** held in the name of a trustee(s) and occupied by either a grantor, trustee, beneficiary, or remainder beneficiary will be considered by the Association to have the same rights and responsibilities as other property owner-occupied homes. No trusts entered into after February 28, 2006, that specifically designate either the grantor, trustee, beneficiary, or remainder beneficiary to be a renter of the occupied trust property is allowed.

Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial or business purpose and do not become an annoyance or nuisance to other residents of the neighborhood. Each lot is allowed a limit of two pets. Pets must always be leashed and under the control of a person when outside of the house. Pet carriers that are similarly under the control of a person are also acceptable. Pet droppings must be properly disposed of immediately. Pets that attack or attempt to attack other pets or

people, vicious, noisy or otherwise unpleasant, and exotic pets will not be permitted and must be permanently removed from the lot and Property within twenty (20) days of written demand by the Association. Outside pens or cages intended to house pets temporarily or permanently in the yard are not permitted. Pets may not be tied to trees or left outside of the owner's home unattended. Pets may be walked in common areas, streets and easements. Pets must not be allowed to enter other owners' lots without prior permission. Pets roaming the subdivision will be reported to Bradenton animal control.

Signs. No signs of any kind shall be displayed by residents to the public view on any lot or on common areas or grounds, including but not limited to signs on the lot or house, those on or in vehicles while parked on any lot, those on carts or other forms of display. Public view is defined herein as a view from the street. Exceptions will be determined and may be granted in writing by the Board of Directors. Existing exemptions include but are not limited to one, or not more than two, standard small real estate or other "For Sale" sign advertising the lot for sale and permanent standard small sign or signs showing burglar alarm protection. Small temporary signs advertising an "Open House" or an approved "Estate Sale" may be displayed only for an appropriate time as approved by the Board of Directors. Standard small signs identifying a contractor may be exhibited for the period of time the contracted work is being performed.

Individual yard/garage sales are prohibited. Permission for estate sales may be entertained by the Board of Directors as required. Approved estate sales must not exceed three days. Parking must be controlled by the applicant to prevent blocking access to other residents, and mail or City services. The Board may approve these requests on an expedited basis if necessary.

Sidewalks. Each owner shall have an easement and right of use over all public sidewalks and portions of driveways in the common easement.

Driveways must be kept clean and clear of obstructions, i.e., pots, plants, or barricades.

Flags. When American flags are displayed, only one per house. Flagstaff will be attached to garage/house, not to exceed nine (9) feet in length.

Plants, chimes, ornaments or other outdoor decorations of any kind will be evaluated, and if considered by the Board of Directors to be excessive they will issue an order for their removal. Christmas decorations may be put up the week after Thanksgiving and must be removed by January 15th.

Waterfowl and other wildlife shall not be fed.

No boats, canoes, rubber rafts or paddle boats may be used on the lake other than those required for lake and fountain maintenance.

Fishing. Only residents or their guests are allowed to fish in the lake. If a resident becomes aware of outsiders using the lake to fish, the homeowner should inform a member of the Board. The Board members will take appropriate action. Also, fish caught in the lake must be

returned to the lake, as they may be toxic. All children must be supervised in the common area or while fishing. Non-residents will be prosecuted if trespassing.

Speed limit on all Highland Lakes streets is **15 mph**.

II. ARCHITECTURE and GROUNDS

With a view toward maintaining the common appearance and scheme of **HIGHLAND LAKES**, any changes to the home or grounds must first be submitted in a written application to the appropriate committee of the Association which shall submit a recommendation of action to the Board of Directors.

Any decision made by the Architectural or Grounds Committees must be submitted to the Board of Directors for final written approval before any work or construction may begin. Approval or disapproval shall be in writing within a reasonable time of submission of all required documentation. If an owner commences work or construction prior to obtaining the approval of the Association, the owner assumes the risk of the Association disapproving the owners' request and being ordered to remove the disapproved work or construction at the owner's sole expense. The Association may also levy fines against the owner.

Architecture Committee. No structural or exterior repair, additions, alterations, improvements, modifications or rebuilding of or to any building located on any lot shall be commenced or performed until the construction plans and specifications and a plan showing the exact work to be performed have been reviewed by the Architectural Committee and approved by the Board of Directors as to the quality of workmanship and material, harmony of external design and appearance independent of (and with) existing structures, and as to the location with respect to topography and finished grade elevation. No change of color scheme or other architectural standards shall be made without the prior written approval of the Board of Directors. The Architectural Committee may propose and the Board may adopt, amend and enforce additional rules, regulations, and published guidelines and standards for the location, size, type, or appearance of any structure, alteration or improvement on or to a lot or dwelling unit.

Grounds Committee. No landscaping, landscaping beds, hedges or trees shall be added or changed on a lot unless first reviewed by the Grounds Committee and approved by the Association's Board of Directors. No artificial turf or artificial exterior trees, shrubs, or plants will be allowed. The Grounds Committee may propose and the Board may adopt, amend and enforce additional rules, regulations, and published guidelines and standards for landscaping, landscaping beds, hedges, lawns, or trees on a lot.

If the homeowner chooses to cut their own lawn and/or trim their trees, bushes, and hedges, they still must adhere to Grounds Committee rules and/or requirements and cut or trim to the Association's standards. No reduction or offset of assessments is allowed or provided for the homeowner cutting their own lawn and/or trimming their trees, bushes, and hedges.

Maintenance and Inspections.

Dwelling exteriors and surrounding property shall be maintained and repaired by each homeowner to an appearance of “Nearly New.” The appropriate committee may propose and the Board may adopt and amend standards and specifications for what constitutes “Nearly New.” To assure compliance, the Architectural and/or Grounds Committee will conduct a routine review of the exterior of all homes and/or lots in order to identify problems which may require the attention and resolution of the homeowner. The Architectural review will be completed every even year. The Grounds review will be completed every odd year. Two (2) or three (3) members of each Committee will conduct the review. The Committee(s) will provide a report indicating any recommendations and/or non-compliance to the Board of Directors and to each affected homeowner.

Listed below are the areas of maintenance which will be reviewed by the Committees:

Architectural Committee

- Clean exterior of house
- Clean, paint or repair
- Awnings if present
- Clean private walkways
- Clean, repair driveway
- Repair wood trim
- Paint exterior walls
- Paint exterior trim
- Paint soffit/fascia
- Paint gutters/down spouts
- Paint, repair outside enclosures
- Paint, clean or repair garage door
- Repair stucco
- Repair and/or clean roof

Grounds Committee*

- Remove sprinkler head obstructions
- Pick up fruit
- Trim trees
- Remove dead trees
- Resod or plug bare grass due to owners’ over or under watering

*Grounds Committee will also inspect the lake bank and other common areas adjacent to the lot and will also be identifying contractor issues if present.

Other items may be added to and specified in these lists by a resolution of the Board of Directors as the Board determines necessary and appropriate in its discretion and/or as required by changes in the architectural or grounds standards.

Enforcement Procedure.

(1) A copy of the Committee report will be sent to each homeowner requiring maintenance by certified or registered mail or by email if the homeowner has consented to receiving notices from the Association via email.

(2) If a homeowner disagrees with the Committee's report, the homeowner may request a hearing in writing with the Board of Directors or a Committee designated by the Board.

(3) The Committee shall advise the Board of any instance where a homeowner has not taken action to complete the required maintenance within three (3) months after the later of: 1) the date of the written notice to the homeowner; or 2) the date of the meeting of the homeowner with the Board or a Committee designated by it. The Board will then advise the current management company to send a certified or registered letter or an email if the owner has consented to receiving notices from the Association via email to the homeowner indicating that the homeowner has thirty (30) days to comply and to complete the maintenance and/or repair needed, and that if the maintenance and/or repair is not completed within thirty (30) days, a fine in an amount that is allowed by law as determined by the Board of Directors, may be imposed until the required maintenance and/or repair is completed or a contract indicating the homeowner has a written contract from a reputable company saying the work will begin on a specific date within a reasonable time frame.

(4) In addition to or in lieu of the above enforcement procedures, the Board may direct the Association's attorney to take all appropriate legal action to enforce the requirements of the Declaration or Rules and Regulations of the Association.

Compliance.

(1) In the event a homeowner refuses or fails to maintain and repair the owner's home or fails to abide by, observe and perform all of the provisions of the Declaration of the Protective Covenants, Conditions and Restrictions, the Bylaws, the Articles of Incorporation, Rules and Regulations administered by the Association in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose and collect any applicable fines, to sue in court for damages, to otherwise bring the homeowner into compliance and to collect such assessment or special assessment and have a lien therefore as provided in the Protective Covenants, Conditions and Restrictions, the Bylaws, the Articles of Incorporation, Rules and Regulations. In addition, the Association shall have the right for itself and its employees and agents, to perform the necessary work to enforce compliance with the above provisions without having committed a trespass or incurred any liability to the homeowner.

(2) **Costs and Attorneys' Fees.** In any proceeding arising out of, relating to, or in connection with an alleged failure or refusal of a homeowner, resident, guest, invitee,

contractor, or other party to comply with the requirements of Chapter 720, Florida Statutes, this Declaration, the Articles of Incorporation, Bylaws, or the Rules and Regulations of the Association, the prevailing party in such a dispute shall recover the costs of proceeding and their reasonable attorneys' fees (including attorney's fees incurred in mediation, arbitration, pre-trial, trial, bankruptcy, and all levels of appellate attorneys' fees).

(3) Appeal.

Any homeowner aggrieved by a decision of the Architectural and/or Grounds Committee may appeal that decision, in whole or in part, to the Board of Directors. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed no later than ten (10) calendar days after the date on which the decision of the Architectural and/or Grounds Committee is made or the right to appeal is deemed waived. Upon receipt of such appeal, the Board of Directors shall schedule a hearing on such matter within thirty (30) calendar days, at which time it may affirm, reverse, or modify the decision of the Architectural or Grounds Committee. Failure of the Board of Directors to act within such thirty (30) day period shall be deemed a decision in the affirmation of the homeowner as to the point appealed if the homeowners sent the notice of appeal to the Association president by certified mail, return receipt requested. For the purpose of this section, an aggrieved party may be the applicant.

III. LANDSCAPING

The Association contracts with outside vendors for landscaping services. The employees of these contractors are scheduled to accomplish necessary tasks and do not have time to do additional work for homeowners or to be otherwise distracted from their assigned tasks. Complaints or requested changes should be directed to the Grounds Committee or a Board Member. Homeowners who direct, pay, or otherwise convince contractor employees to do work not in the contract or directed by the Association are subject to an assessment of any additional cost incurred by the Association to complete the contracted work. Homeowners should also be aware that these arrangements may also negatively affect the worker's employment status.

If the owner believes that any damage has been caused by the landscape contractor, the owner should report the problem to the Board. Contractors must be allowed to examine damage prior to any repair by the owner. Failure to allow this inspection will prevent your recovery of expenses related to that repair

Do not remove or substitute any live trees or hedges without review by the Grounds Committee and subsequent written approval by the Board. Dead hedges and trees should be removed as soon as possible however any replacement of trees, hedges or sod is subject to the

aforementioned review and approval. Applications are available in the clubhouse or online at our website.

City regulations for removing native oak trees require a permit and must be complied with prior to the Committee review. If removed, the tree must be taken to below ground level. Dead limbs should be removed by property owner for safety purposes as soon as possible after discovery, but no later than 30 days after notification.

The Association will maintain all trees on the common grounds, fertilization and sprinkler inspection. Only palm trees and holly trees (planted by the developer) or their like replacements will be pruned for a well-kept and uniform appearance on all lots. The Association will not remove palm or holly trees from homeowners' lots. Pruning or removal of all other trees on homeowners' lots, including oak trees, will not be done by the Association, but will be the responsibility of the homeowner.

Trees located on common ground at the time of the development will be cared for by the Association. **No trees or other plants can be planted by a homeowner on common ground. Any plantings by a lot owner, resident, or third party which, in the sole opinion of the Board, becomes undesirable, obstructs or interferes in the operation or care of an element of the common ground may be removed, relocated, trimmed, cut back, or otherwise dealt with in the sole discretion of the Association's Board of Directors.**

No homeowner fruit trees will be sprayed, pruned, removed, or replaced by the Association. Homeowners are required to promptly pick up any fruit on the ground from their trees. Newly planted palm trees must be of a self-pruning variety.

Turf and plantings on all lots are to be maintained live and in good condition. Dead turf is to be replaced by homeowner unless it is determined that they are not at fault. Dead plants must be removed by the homeowner. No artificial exterior plants will be allowed.

Home Access: Part Time Occupancy. The homeowner must maintain a means of contact on record with the Association or its designated Agent. Multiple contacts may be necessary if the homeowner maintains other residences. Homeowners are required to arrange for the timely care and repair of their lot's irrigation system if they are away from their home.

The lot owner shall maintain and properly use an adequate irrigation system on his or her lot, at the owner's expense. When any of the irrigation equipment is worn out, it is the homeowner's responsibility to replace it as soon as possible. Misplaced watering (obstruction by plants, shrubs or trees) must be corrected by the homeowner.

Lot owners must regularly inspect the sprinkler heads to determine if they are operating properly. Owners must remove grass that is growing over the sprinkler heads, which impairs proper irrigation.

Mowing, edging, all hedges and most other pruning, base fertilization and chinch bug control will be provided by Association contract. If the homeowner chooses to cut their own lawn or maintain hedges, they still must adhere to the above requirements and cut consistent with community standards. Any proposed tree or plant additions must be reviewed by the Committee to avoid invasive species or grievances relative to obstruction or nuisance.

Refuse Disposal. No lot shall be used or maintained as a dumping ground for trash, garbage, debris, yard waste, or rubbish. Trash, garbage, debris, yard waste, rubbish and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from public view. Trash containers may not be put out any sooner than the night before collection. Trash is to be placed in such a manner as not to impede the foot traffic on the public sidewalk. To deter animals, trash must be bagged, tied and then placed in a top-locking- type trash can. Bagged trash may be placed at the street only on the morning of the day of pickup. Empty cans should be brought in as soon as possible.

Trash pick-up is provided by the City of Bradenton 2 times weekly. Check the City's website for collection days and holiday schedules.

Garden and lawn trimmings are to be placed at the curb for pick-up one time weekly. Length of material and bundling or containers must meet city of Bradenton requirements.

Visible Parking-Storage. Residents should use their garages and driveways for parking. Limited on-street parking is allowed only between the hours of 5 AM and 12 AM (midnight) for residents, transient guests and service or delivery vehicles. No overnight street parking is allowed, and vehicles parked in violation may be towed at the owner's expense. On street parking must not interfere with mail delivery or city services.

Other than the exceptions noted herein, no motor homes, trailers, boats, racing cars or commercial vehicles or equipment shall be parked overnight or stored on any street or on any lot in **HIGHLAND LAKES**. Driveways are not to be used to store unused or disabled vehicles on blocks or jacks, unlicensed or derelict vehicles of any kind. Storage herein is defined as a period that exceeds 24 hours. The Clubhouse parking lot is not to be used for permanent parking of any kind or parking in lieu of the owner's garage or driveway.

Boats, trailers or motor homes (RV) are allowed on **HIGHLAND LAKES** premises for loading and unloading not to exceed 24 hours. They are never to be parked in the street overnight, but motor homes and boats may be parked overnight for the one (1) night only in the owner's driveway or the Clubhouse parking lot after the loading or unloading operations. Any homeowner or guest vehicle parking in the Clubhouse parking lot overnight must have a visible sign in the windshield stating which homeowner is responsible for that vehicle so that such owners can be identified and contacted if necessary. Visitor's automobiles are to be accommodated in the garages or on the driveways of the home they are visiting insofar as is possible.

Nuisances. No unreasonably annoying, noxious or offensive noise, odors, conduct or activity shall be carried on or upon any lot or on or upon the common areas, nor shall anything be done thereon or therein which may be or may become an unreasonable annoyance or nuisance, all in the reasonable opinion of the Board of Directors of the Association. The Board's opinion shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's legal counsel that the opinion of the Board is not wholly unreasonable shall conclusively establish the validity of such opinion. Non- resident solicitation is prohibited.

VII. LAKE BANK and WATERS

The Lake Bank area is on common ground regulated by the Association. The Association shall manage the lake bank with the goals of protecting the Association's bank stabilization measures, minimizing erosion and chemical runoff. These goals are intended to protect the Association's investment and reduce potential effects on downstream bodies of water, algae blooms, or red tide. The Association will participate in programs that further these goals. Owners may not trim or mow grass within (4) four feet of the lake bank.

No owner may install any pipe, pump, or other device for any purpose, i.e., utilizing the waters of the lake to irrigate any lot. Any violation of these rules may be enforced by an action at law or in equity to enjoin such violation.

VIII. HIGHLAND LAKES CLUBHOUSE RULES

Use of the clubhouse and pool is limited to owners and their guests. An owner must always be present with guests and are responsible for their guests adhering to rules or for any damage they may cause. Minors must be accompanied by an owner or other responsible adult.

No commercial or outside functions are permitted without prior written approval of the Board of Directors. Maximum clubhouse occupancy is 58 people.

Reservations for small neighborhood groups, Board and Committee meetings, are made by notifying a clubhouse committee indicating nature of meeting and time frame required. These events would be open to all residents.

Reservation for private owner events is allowed provided there are no scheduling conflicts. A private event is one where the members wish exclusive use and the event is not open to all residents. If the Clubhouse Committee has authorized use of the clubhouse facility to a resident (via the application process), equipment such as the stove, microwave and refrigerator may be utilized. However, the grill, pool area, and pool may not be used for a private event. The clubhouse cannot be reserved for private use on legal holidays.

Reservation application forms for private use of the clubhouse have been placed on the official bulletin board. These should be completed by the responsible homeowner, signed and submitted to the clubhouse chairperson with a \$25.00 fee at least two weeks in advance of the reservation date desired. An additional damage or cleaning fee will be assessed to the reserving owner if the clubhouse is not cleaned after use as prescribed herein or damage is found.

(1) The application should include the name of the owner, date, time requested and owner's telephone number.

(2) The owner's signature on the reservation application will verify their responsibility and agreement for prompt and complete cleanup of the clubhouse and acceptance for payment if there is any damage, or if additional cleaning is required.

(3) The owner responsible should ensure that:

No Furniture is removed from the building. ‘

Furniture and appliances are returned to normal positions.

Lights and fans are turned off.

Screens are closed and all sliders and entry doors are locked.

Trash is removed from inside the clubhouse and placed in outside trash collection containers.

Counters, tables, and sink are cleaned.

If changes are made in air conditioning, it must be returned to 78 degrees.

(4) NO SMOKING IS ALLOWED IN THE CLUBHOUSE COMPLEX. PLEASE REFRAIN FROM SMOKING IN THE CLUBHOUSE OR POOL AREA. THIS IS YOUR CLUBHOUSE, PLEASE HELP KEEP IT CLEAN!

IX. HIGHLAND LAKES POOL RULES

Swim at your own risk

Hours: 8:00 AM until 10 PM

Pool capacity: 20

No diving

Footwear required before entering pool area.

Shower prior to entering the pool.

No large rafts or floats

Children under 12 years of age must be accompanied by adults.

Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool.

No pets in the pool area or pool.

No food or drinks within 6 feet of pool edge, plastic containers only

No furniture within 4 feet of pool edge

No loud noise

Absolutely no tampering with the pool equipment or controls

Keep the gate closed and ensure it is always latched, especially when leaving.

No Smoking

XI. VIOLATION PROCEDURES AND FEES

In the event a homeowner refuses or fails to abide by, observe and perform all of the provisions of the Declaration of the Protective Covenants, Conditions and Restrictions, the Bylaws, the Articles of Incorporation, Rules and Regulations administered by the Association in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose and collect any applicable fines, to sue in court for damages, to otherwise bring the homeowner into compliance and to collect such assessment or special assessment and have a lien therefore as elsewhere provided in said Protective Covenants, Conditions and Restrictions, the Bylaws, the Articles of Incorporation, Rules and Regulations. In addition, the Association shall have the right for itself and its employees and agents, to perform the necessary work to enforce compliance with the above provisions without having committed a trespass or incurred any liability to the homeowner.

Costs and Attorneys' Fees. In any proceeding arising out of, relating to, or in connection with an alleged failure or refusal of a homeowner, resident, guest, invitee, contractor, or other party to comply with the requirements of Chapter 720, Florida Statutes, this Declaration, the Articles of Incorporation, Bylaws, or the Rules and Regulations of the Association, the prevailing party in such a dispute shall recover the costs of proceeding and their reasonable attorneys' fees (including attorney's fees incurred in mediation, arbitration, pre-trial, trial, bankruptcy, and all levels of appellate attorneys' fees).

Fines. The Board shall have the power to levy fines in the maximum amount of \$250 per violation and/or \$250 per day for a continuing violation with a maximum aggregate fine in the amount of \$8,000, attorney's fees, collection costs and interest against individual lot owners who violate the Declaration or the Rules and Regulations. Furthermore, when said fines exceed the amount of \$1,000 and are not paid within a reasonable time period as set forth by the

Board of Directors, a lien may be placed and foreclosed on the Lot following the same procedure as outlined in the Bylaws for the collection of an assessment.

Fees. Any assessments or installments on assessments that are not paid when due shall bear interest from due date at the highest rate of interest permitted by law, and shall be subject to an administrative late fee not to exceed the greater of \$25 or 5% of the amount of each installment that is paid past the due date. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine. The foregoing is applicable notwithstanding s. 673.3111, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The preceding sentence is intended to clarify existing law.