

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

- Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 0874, Page 1020, Public Records in and for Indian River County, Florida.
- First Amendment to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 1028, Page 2075, Public Records in and for Indian River County, Florida.
- Certificate of Amendment to Declaration of Covenants and Restrictions for High Pines Subdivision, recorded in Official Records Book 1233, Page 2025, Public Records in and for Indian River County, Florida.
- Corrected Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 1383, Page 2596, Public Records in and for Indian River County, Florida.
- Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 1383, Page 2593, Public Records in and for Indian River County, Florida.
- Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 1447, Page 3014, Public Records in and for Indian River County, Florida.
- Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 1810, Page 1051, Public Records in and for Indian River County, Florida.
- Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 2309, Page 208, Public Records in and for Indian River County, Florida.
- Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 2385, Page 930, Public Records in and for Indian River County, Florida.
- Certificate of Amendments to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 3077, Page 283, Public Records in and for Indian River County, Florida.
- Certificate of Amendments to Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, recorded in Official Records Book 3367, Page 1827, Public Records in and for Indian River County, Florida.

100.50 RPL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIGH PINES SUBDIVISION

This Declaration of covenants, conditions and restrictions is made this 30th day of April, 1990, by TALL PINES ASSOCIATES, INC., a Florida corporation (herein the "Developer").

WHEREAS, Developer is the owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof located in Indian River County, Florida, and known as High Pines Subdivision (hereinafter referred to as the "Property"); and

WHEREAS, Developer desires to subject the property to the provisions of this Declaration in order to create on the Property a residential community of single-family homes and to provide a flexible and reasonable method for the administration, operation, maintenance and development of the Property;

NOW, THEREFORE, Developer hereby declares that all of the Property described on Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the property and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.1 Developer shall mean TALL PINES ASSOCIATES, INC., a Florida corporation, its successors and assigns, and any person or entity to whom succeeds the title of Developer to all or any part of the Property by sale or assignment of the interests of Developer in the Property if the instrument of sale or assignment so provides, or any person or entity to whom the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation, or Bylaws of the Association.

1.2 Association shall mean HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation or its successors and assigns.

1.3 ARC shall mean the Architectural Review Committee appointed by the Board of Directors of the Association.

1.4 The Property or the Real Property shall mean the property on Exhibit "A" and additions thereto.

1.5 Lot shall mean any of the individual residential building units identified on the Plat of High Pines Subdivision.

RECORD VERIFIED
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER COUNTY, FLA

660216

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C Return to: Chris Rison
Free Planning Dept

1.6 Common Area shall mean the land identified on the Plat of High Pines Subdivision and not contained within a lot.

1.7 Owner shall mean the record owner or owners, whether one or more persons or entities, of the fee simple title to a Lot in the subdivision, but excluding any party holding the fee simple title merely as security for the performance of an obligation. The term Owner shall not mean or refer to the mortgagee of any mortgage encumbering any of the Property, unless and until such mortgagee has acquired title pursuant to foreclosure or in lieu of foreclosure.

1.8 Member shall mean a person entitled to membership in the Association as provided herein.

1.9 Easements shall mean any portion of the Property including Lots or portion thereof which have heretofore or which hereafter may be set aside by the Developer or the Association for the limited or common use of the Developer, Owners, their invitees, guests, successors or assigns for ingress, egress, utilities, water, sewer, lighting, drainage, or otherwise and for all purposes related to TALL PINES SUBDIVISION, or as may be indicated on any Plat filed among the Public Records of Indian River County, Florida.

1.10 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions for HIGH PINES SUBDIVISION recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida, together with all supplements and amendments thereto.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is owned by the Developer and which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Indian River County, Florida, and is legally described on Exhibit A attached hereto and made a part hereof by reference, together with any additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

ARTICLE III PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment and use in and to the common area and facilities, if any, subject to this Declaration as it may be amended from time to time.

3.1 The property rights herein granted are subject to the right of the Developer or the Association:

A. to limit the number of guests and/or invitees of Owners utilizing common areas.

B. to borrow money for the purpose of improving the common area or any portion thereof, for acquiring additional common areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage encumbering all or any portion of the common area; provided, however, that the lien and encumbrance of any such mortgage shall be subject and subordinate to any and all rights, interests, easements and privileges herein reserved for the benefit of Developer or any Owner, or the holder of any mortgage, whenever executed, given by Developer or any Owner encumbering any Lot located within the Property.

C. to suspend the voting rights and right to use of the common areas or the facilities, if any, of an Owner for any period during which any assessment by the Association against the Owner's Lot remains unpaid, and for any infraction of any Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty days.

D. to grant easements or rights of way in and to the common area contained within the Property to any public agency, authority or utility.

E. to dedicate or transfer all or any portion of the common property to any public agency, authority or utility for such purpose and subject to such conditions as may be approved by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed and voted upon by the number required in the Articles of Incorporation and Bylaws of the Association.

3.2 Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the common area and facilities, if any, to the members of the Owner's family, tenants, social invitees, and contract purchasers who reside on the property.

3.3 Each Owner shall have the right of ingress and egress over, upon and across the common areas necessary for access to the Owner's Lot.

ARTICLE IV
USE RESTRICTIONS

The Property subject to this Declaration may be used for residential, single family living units only. Noxious, destructive or offensive activity or any activity constituting a nuisance shall not be carried on on any Lot or any common area or any part thereof. The Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

In addition, the following covenants, conditions and restrictions, enforceable by the Board of Directors of the Association, shall apply.

4.1 No business or commercial building may be erected on any Lot and no business, including garage sales, may be conducted on any part thereof. No building or other improvement shall be erected upon any Lot without prior ARC approval. No Lot shall be divided, subdivided, or reduced in size. In the event more than one lot is used as one building site, it shall be considered as a single lot and shall not be further subdivided.

4.2 No tents, trailers, vans, shacks, storage buildings, communication devices, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the ARC.

4.3 No aerial, antenna, or satellite discs shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in High Pines Subdivision. All antennas must be of a concealed type installed within attic areas.

4.4 All boats, boat trailers, trucks and recreational vehicles shall be kept inside the enclosed garage and not visible from the street. No tractor-trailer truck or commercial vehicle of any type shall be permitted to be parked overnight on any lot or street. No dismantled automobile shall be permitted to remain on any lot or street. This provision shall include any motor vehicle without current license tag. Failure to comply with this paragraph shall be considered a nuisance which may be abated by the removal of the vehicle at the cost of the owner.

4.5 All lots shall be of solid Foratam sod, extending to the pavement line of the street and fully landscaped concurrently with the completion of the construction of the residence building. The installation of an automatic, electric underground lawn sprinkler system of sufficient size and capacity to fully water the entire lot and all grass and shrubbery shall be required. Installation of the approved irrigation system shall be concurrent with the completion of construction of the dwelling house. All

landscaping shall be completed as approved prior to occupancy. On every lake front lot, the rear portion of the lot shall also require some additional areas to be landscaped. Eighty (80) square feet of mulched, and planted areas, and watered areas shall be required on all side and rear yards as a minimum on lake front areas. Natural areas of growth will be allowed as usable mulched areas in all yards. Front yard requirements shall be individually approved by the Architectural Review Committee, and shall provide as a minimum no less than a total of 125 square feet of mulched and planted area.

4.6 Prior to the occupancy of any residence by anyone other than a lot owner, approval must be requested and formally authorized by the Association. Any temporary or non-owner tenant of a residence shall be bound to all provisions herein.

4.7 Prior to any lot clearing or construction activity thereon, a deposit of Three Hundred Dollars (\$300) will be submitted and payable to High Pines Property Owner's Association, Inc., by each lot owner. This deposit will be returned in full (without interest earned) upon completion of all construction activity and there being no damage to common area property including curbs, roads or other subdivision improvements.

4.8 Single family residence buildings shall have a minimum of 1600 square feet of enclosed floor space, of which 200 square feet may be allowed for use as a screened porch area. Residences which do not include a screened porch area of at least 200 square feet, shall have a minimum of 1600 square feet of air-conditioned space, not including the square footage of garages or open patios. The maximum height of any building shall not exceed two stories. All two-story residence buildings shall have a minimum of 1900 square feet of enclosed air-conditioned floor space, of which the first story shall have not less than 1000 square feet, which square footage shall not include the square footage of garages, open patios and screened porch areas. The design of the front of the residence (the elevation) shall not be the same as the design of the adjacent residence, if any. All garages may be attached to the residence buildings, but, if detached, they shall be designed and constructed in such manner that will be harmonious with the architectural motif of the residence building. All garages shall be constructed to accommodate not less than two (2) cars, and shall be a minimum of twenty (20) feet in width and twenty-two (22) feet in depth. No sports shall be permitted on any lot. No automobile garage shall be enclosed or converted to other use. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

4.9 No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof

that all such facilities shall be provided within the building to be constructed on the Lot.

4.10 Prior to obtaining a building permit, clearing a lot, or beginning construction of any residence within the subdivision, lot owners shall submit complete plans and specifications including the full definition of colors and materials, landscape and irrigation plans, and drainage plans with contemplated elevations of the proposed improvement to High Pines Architectural Review Committee for review and written approval. In the event written approval or disapproval is not received from High Pines Architectural Review Committee within 30 working days after submission of said plans and specifications, the property owner may proceed with the improvements as if such approval had been received.

4.11 No building shall have flat or built-up gravel roofs. Roof shingles shall be dimensional type with rustic designs and shall be approved prior to installation with a minimum 5/12 roof pitch, designed into the roof structure and shown on elevation drawings. Telephone and cablevision shall run underground from the dwelling to the appropriate service riser. There shall be no overhead or exposed service line run to any structure. Every front yard shall contain one (1) post lamp which operates on a photo sensitive cell, and one (1) mailbox, which shall be subject to the Architectural Review Committee's approval. Once the construction of any dwelling is started, there will be a maximum period of seven (7) months permitted to complete the same.

4.12 All driveways shall be constructed of concrete, asphalt, imbedded stone, or other stable concrete product, and shall be completed to the subdivision street.

4.13 Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

4.14 No sign of any nature shall be displayed or maintained to public view on any lot, except signs erected by the Developer relating to the sale of improved or unimproved lots, and except one professional sign of not more than four (4) square feet advertising the property for sale or rent to be used by a builder, or lot owner, or his broker, to advertise the property for sale during the construction or initial sale period.

4.15 No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds, which must be kept thereon in reasonable numbers as pets for the pleasure

and use of the occupants, but not for any commercial use or purposes. All pets must be kept under control, and under leash if off the property of the Owner, at all times and must not become a nuisance by any act.

4.16 There shall be no "boarding up" of houses. There shall be allowed storm protection only in the event of and during the period of time of a storm likely to cause damage to the house.

4.17 There shall be no change in the topography of the Lot either for construction or landscaping without the approval of the ARC.

4.18 No window or wall air conditioning units shall be permitted. All exterior pumps, motors, compressors, tanks or similar mechanical devices shall be properly screened from view by such means as shall be approved by the ARC.

4.19 No time sharing, interval ownership, or other similar division of the fee simple ownership of any Lot or any single family dwelling erected thereon shall be permitted. However, this provisions shall not prevent the leasing of any single family dwelling to a tenant for normal single family residential purposes.

4.20 No exterior stairways shall be permitted.

4.21 No solid fences shall be erected, constructed, placed or maintained in the front yard, however, this is not intended to prohibit the erection, construction and maintenance of small decorative wood fences in front yards which harmonize with the architectural motif of the residence building and are approved by the ARC. All rear fences shall be of wood construction, and split rail type and design, and shall harmonize with the community. There shall be no chain link or concrete wall fencing.

4.22 No accessory building or structure of a temporary character, tent, mobile home, motor home or trailer shall be permitted at anytime.

4.23 All garbage or trash containers, oil tanks, bottled gas tanks, water softening equipment must be placed in closed areas, and must be hidden from view by a structure so that they shall not be visible from adjoining lots or the main streets of the subdivision. Solar heating systems shall be permitted on roofs of residences so long as they are not visible from the front elevation.

4.24 No weeds or other unsightly growths shall be permitted to grow or remain upon and Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or

refuse to keep his Lot free from weeds, underbrush or refuse piles or unsightly growth or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entrance shall not be deemed a trespass. Absolutely no burning of trash and garbage shall be permitted on any lot.

4.25 The location of the dwelling with respect to the front, side, interior, and rear property lines, shall be governed by and not in violation of the existing requirements of the applicable Indian River County Zoning Ordinances. In the event a single dwelling is constructed on two or more lots, the side, interior, and rear lot lines shall refer only to those lot lines shared by an adjoining property owner. Side lot lines shall be at least 10 feet on one side and 15 feet on the opposite side.

4.26 Owners of respective residential units shall be directly financially responsible to the Developer or to the abutting Lot owners or the Association for damage to the utilities, sewer, water, landscape materials, sod and drainage systems installed by the Developer resulting from the actions of said Owner or contractors furnishing labor or materials to or for said Owner. In the event the Developer or the abutting Owner or Association must repair or replace any utilities, including sewer, water, drainage system, electrical, telephone lines, sod, landscaping materials, sidewalks, paving, shrubbery, trees, fences or other improvements as a result of the actions of any Owner or contractor furnishing labor or materials to and for said Owner, then in that event, said Owner shall pay for the cost of said repair or replacement including labor and materials and such cost shall bear interest at the maximum legal rate allowed by the law in the State of Florida from the date of the expenditure for said replacement or repair. In the event the Association advances funds on behalf of said Owner for repair and replacement of said damaged property, said amount together with interest, court costs, and attorney's fees shall be included in the lien rights as set forth in this Declaration.

4.27 With respect to the lake located on the common areas, the following restrictions shall apply:

A. No power boats or other powered water craft shall be permitted.

B. No docks shall be permitted without the written prior approval of the ARC.

C. The Association and/or the ARC may require necessary measures to protect and beautify the shore lines.

D. Permitted water craft, if any, shall be stored within the residence when not in use.

4.28 The Board of Directors may establish reasonable rules concerning the use of the Lots, Common Area and facilities, if any. Copies of such rules shall be furnished to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents. The Board may impose reasonable monetary fines and other sanctions as provided in this Declaration or by law, and monetary fines may be collected by lien and foreclosure as provided herein.

4.29 It shall be expressly permissible for Developer and any person or entity designated by Developer to maintain and carry on, during the period of construction and/or sale of the Lots, upon such portion of the Common Area as the Developer may deem necessary, such facilities and activities as in the sole opinion of Developer may be reasonable required, convenient, or incidental to the construction or sale of such Lots and residences, including, but without limitation, business offices, signs, model facilities and activities shall include specifically the right to use residences owned by Developer or any person or entity designated by Developer as models and/or sales offices.

4.30 Developer reserves the right to grant easements upon, across, and under all of the Common Area for the development of the Property and/or for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to water, sewers, drainage, cable television, telephones and electricity. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier of service to erect and maintain the necessary poles and other utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences.

4.31 Storm drainage systems and sanitary sewer systems may be located under certain lots. Any such storm drainage and sanitary sewer systems shall be maintained in good order and repair by the Association unless dedicated to and accepted by any private utility or public authority. To the extent required to effectuate the foregoing plan, there shall be an easement in favor of each Lot for the purpose of providing connection of that Lot with the storm drainage system and sanitary sewer system most convenient thereto. Each Lot shall be subject to easements in favor of all of the other Lots providing for the passage through any portion of such Lot of necessary storm drainage systems and sanitary sewer systems. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not materially interfere with the use, occupancy or enjoyment of all or any part of the Lot subject to such easements or to which such easements are appurtenant.

4.32 Individual lot grading for all perimeter lots must be in a manner which will ensure stormwater runoff will be directed to the front drainage swales.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

5.1 Every person who is the record Owner of a fee interest in any Lot shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. There shall be only one membership per lot. The vote of the Owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the Owners and filed with the Secretary and such certificate shall be valid until revoked.

5.2 The Association shall have two classes of voting membership:

A. Class A members shall be owners of single family lots in HIGH PINES Subdivision. Each Class A member shall have one (1) vote per single family lot.

B. Class B members shall be the Developer (as defined in Article I). The Class B member shall be entitled to five (5) votes for each vote it would be entitled to as a Class A member owning lots in High Pines Subdivision. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

5.3 No member of the Board of Directors of the Association shall receive any compensation for services rendered in such capacity.

ARTICLE VI
MAINTENANCE

6.1 All maintenance of the Lots, unless specifically identified as being the responsibility of the Association, shall be the responsibility of the Owner of such Lot. No Owner shall decorate or change the appearance of any portion of the exterior of a residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing, by the ARC. Each Owner shall maintain in good repair all improvements and landscaping within the Lot and any easement areas located therein.

6.2 Except as may be otherwise provided herein, the Association shall maintain and keep in good repair the Common Area,

and any improvements located thereon by the Developer or the Association.

6.3 In the event that the Board of Directors of the Association determines that: (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then, in that event the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement. If any Owner does not comply the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense, and said cost shall be added to and become a lien against the Lot owned by such Owner. Such lien shall be enforceable by the Association.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

7.1 The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain and maintain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have personal injury and property damage combination single limit coverage at least one million dollars (\$1,000,000). Premiums for all such insurance shall become expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face value of the policy in determining whether the insurance equals at least the full replacement cost.

7.2 Proceeds of insurance policies shall be disbursed as follows:

A. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds,

or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a residence and may be enforced by such mortgagee.

B. If it is determined as provided for in Paragraph 7.3 of this Article that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Paragraph 7.2.A above.

7.3 Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged property. Any such damage or destruction shall be repaired or reconstructed unless at least seventy-five (75) percent of the total vote of the Association (Class A and B, as applicable) shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have any right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

7.4 If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against all Owners and in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited in the Association's capital improvements account, as previously described.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean,, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

8.2 The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancellable upon ninety (90) days' written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may but shall not be required to arrange as an Association expense with others to furnish water, trash collection, sewer service and other common services to each Lot. The Association shall be permitted but shall not be required to contract with the Developer for the provision of all such services which the Association is required or permitted by this Declaration to perform. It is anticipated that such contracts will be entered into when economically feasible and acceptable to both parties.

8.3 The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

8.4 The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and of the Common Area and facilities, if any, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Enforcement may include the imposition of reasonable fines which if not paid when due shall constitute a lien.

8.5 The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX ASSESSMENTS

9.1 The assessments for common expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and occupants of residences and maintaining the Property, all as may be more specifically authorized from time to time by the Board of Directors.

9.2 Each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association: (a) annual assessments or charges, (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in accordance with other Articles herein. All such assessments, together with interest at the highest rate allowable under the laws of the State of Florida from time to time, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors of the Association which may include, without limitation, acceleration of the annual assessments for delinquency. Unless otherwise provided by the Board, the assessments shall be paid in quarterly installments.

9.3 It shall be the duty of the Board of the Association, at least thirty (30) days prior to the Association's Annual Meeting, to prepare a budget covering estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each Lot for the following year, to be delivered to each member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective at the annual meeting by a vote as required by the Articles of Incorporation or Bylaws of the Association; provided, however, that in the event the membership disapproves the proposed budget or the Board of the Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then correct year shall continue for the succeeding year. Notwithstanding anything to the contrary set

forth herein, until January 1st of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum quarterly assessment shall be \$50.00 per Lot. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a statement basis.

9.4 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that no such assessment shall have the assent of voters as required by the Articles of Incorporation or Bylaws of the Association; provided, however, that the Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the year in which adopted.

9.5 All sums assessed against any Lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

A. Liens of ad valorem taxes; and

B. A lien for all sums unpaid on a first mortgage to an institutional lender, or any mortgage to Developer, duly recorded in the Public Records of Indian River County, Florida, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instruments; and

C. Any prior lien in favor of the Association.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

9.6 Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment has not been paid within thirty (30) days from the due date, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessments remain unpaid after nine

(90) days from the due date, the Association may as the Board shall determine institute suit to collect such amounts or to foreclose its lien. Each Owner, by acceptance of a Deed to a Lot, vests in the Association or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same, shall be held by the Association, acting on behalf of the Owners. No Owner may waive or otherwise avoid liability for the assessments provided for herein, including by way of illustration but not limitation, by abandonment of his or her Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as the payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9.7 The Common Area shall be exempt from all the assessments created herein.

9.8 A. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance by the Declarant of a Lot of an Owner and shall be due and payable in a manner and on a schedule as the Board of Directors of the Association may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

B. So long as Developer meets or causes to be performed the level of services called for in the budget and funds any deficiency which may arise between actual service expense and assessments paid by Owners other than Developer, Developer is not required to pay any assessments on its unsold and unimproved lots. This shall be reviewed annually and Developer may elect to pay on its unsold and unimproved lots rather than subsidize the Association.

ARTICLE X ARCHITECTURAL CONTROL

10.1 No structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, swimming pool, sewer, drain, disposal system, solar energy device, decorative building, landscaping, landscape device or object, or

other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof be made, unless the plans, specifications and location shall have been submitted to and approved in writing by the Association. All plans and specifications and designs shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

10.2 The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC") which shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

ARTICLE XI ENFORCEMENT OF RULES

11.1 As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Lots and the Common Area, provided that copies of all such rules and regulations be furnished to all Owners. If any Owner violates this Declaration, the Bylaws or any rules and regulations duly adopted hereunder, the Board of Directors of the Association shall have the power to impose reasonable fines which shall constitute a lien upon the Lot owned by such Owner and to suspend an Owner's right to vote and to use the Common Area and facilities, if any. Such suspension may be for the duration of the infraction and may continue for an additional period thereafter not to exceed thirty (30) days. Such Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all Owners to abate any nuisance or otherwise enforce this Declaration.

11.2 The Board of Directors of the Association shall not impose a fine, suspend voting or seek to enforce this Declaration for violations of rules unless and until the following procedure is followed:

A. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(1) The alleged violation;

(2) The action required to abate the violation;
and

(3) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of

sanction after notice and hearing if the violation is not continuing.

B. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of Hearing to be held by the Board in session. The notice shall contain:

- (1) The nature of the alleged violation;
- (2) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (3) An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf.

C. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XII MODIFICATION AND AMENDMENT

Developer hereby reserves the right at any time or from time to time to enter into agreements with the Owner of any Lot (without the consent of the Owner of any other Lot or the Association) to modify the conditions, restrictions, limitations and agreements set forth in this Declaration, if any, which refer to setback lines, square footage content, areas of improvements, easements, underground wiring, building plans, signs, ARC, screening of equipment, and any such deviation or variance shall be evidenced by agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in HIGH PINES SUBDIVISION, and the same shall remain fully enforceable as to all other lots located in the project by the Developer, its successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted. The Developer reserves the right to add

additional restrictions in the conveyance of title to any lot or lots.

ARTICLE XIII
ASSIGNMENT BY DEVELOPER

Developer may assign any and all of its rights, title, interest, powers, duties, obligations and privileges under this Declaration to the Association or to any other corporation, association or person.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Each Owner shall comply strictly with the Bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the Deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for herein. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

14.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

14.3 The covenants, provisions, agreements and restrictions of the Declaration shall run with the title to the Property and be binding on and inure to the benefit of the Association, each Owner and their respective legal representatives, heirs, successors and assigns for a period of fifty (50) years from the date this Declaration is recorded, after which time said covenants, provisions, agreements and restrictions shall automatically be extended for successive periods of ten (10) years each, unless instruments signed by the then Owners of two-thirds of the Lots have been recorded, agreeing to change or terminate the covenants, provisions, agreements and restrictions herein contained in whole or in part; and provided, however, so long as the Developer owns any Lot there shall be no amendments without the Developer's joinder and consent.

14.4 In the event an Owner sells, leases, mortgages, or executes a contract for deed of any Lot (including without limitation any improvement constructed thereon) the Owner will be

required to give to the Association in writing the name of the purchaser, lessee or mortgagee of the property.

14.5 Notwithstanding any provision set forth in this Declaration, the Developer, shall have the right in addition to any other remedies to proceed at law or in equity to compel compliance with the terms of any conditions, covenants, restrictions, provisions or otherwise of this Declaration and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner of the portion of the Property alleged to be in violation provided such proceeding results in the finding that such Owner was in violation of said covenants, provisions or restrictions. Such expenses of litigation shall include reasonable attorneys' fees incurred by the Developer or the Association in seeking such enforcement at the trial and appellate level.

14.6 This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds of the voting interest of the membership; provided, however, that so long as the Developer is the Owner of any Lot affected by this Declaration, no amendment shall be effective without the Developer's express written joinder and consent.

The Association shall indemnify every officer and director against any and all expenses, including reasonable counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors to which he or she may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officers and directors liability insurance to fund this obligation.

ARTICLE XV
EFFECTIVE DATE

This Declaration shall become effective upon its recordation in the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed the day and year first above written.

Witnesses:

TALL PINES ASSOCIATES, INC., a
Florida corporation

Anne C. Tappin
Carollee

By William H. Baker
WILLIAM H. BAKER, President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned authority, personally appeared WILLIAM H. BAKER as President of TALL PINES ASSOCIATES, INC., a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged executing the same freely and voluntarily under authority duly vested in him by the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August, 1990.

Carollee
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 12, 1992
BONDED THRU GENERAL INS. UND.

HIGH PINES
EXHIBIT "A"

Legal description is as follows: All of tracts 13, 14, 15, and 16 in the south half of section 9, township 32 south, range 39 east, Indian River County, Florida according to the last general plat of lands of the Indian River Farms Company Sub-division, as recorded in plat book 2, page 25, of the public records of St. Lucie County, Florida. Said parcel of land contains 38.13 acres more or less and lies wholly within Indian River County, Florida, subject to all easements, restrictions, and reservations of record.

Less and except the following described parcel: Begining at a point on the west line of the aforementioned tract 16, 55.11 feet north of the southwest corner of tract 16, thence continue north 210.00 feet, thence run east and parallel with the south line of tracts 15 and 16, 420 feet to a point, thence run south and parallel with the west line of said tract 16, 210.00 feet to a point, thence run west and parallel with the south line of said tracts 15 and 16, 420.00 feet to the point of beginning.

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15th Return to
ROBIN A. LLOYD, SR. & ASSOCIATES, P.A.
660 BEACHLAND BLVD.
SUITE 201
VERO BEACH, FLORIDA 32963

CERTIFICATE

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK OF CIRCUIT COURT
INDIAN RIVER CO., FLA.

THIS IS TO CERTIFY that the attached writing is a true copy of the First Amendment to the Declaration of Covenants and Restrictions, High Pines Subdivision, which original Declaration of Covenants and Restrictions was recorded in Official Records Book 874, at Page 1020, of the Public Records of Indian River County, Florida. This First Amendment is made in accordance with Article XIV, Subsection 14.6, as the amendment does not substantially change the character, nature, or general scheme of development of the community.

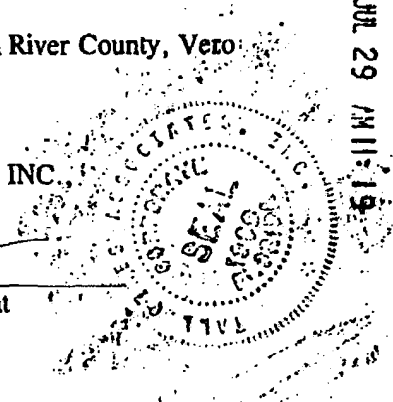
EXECUTED this 8th day of February, 1994, in Indian River County, Vero Beach, Florida.

WITNESSES:

Gayle P. Allen
GAYLE P. ALLEN
Barbara Schlott Douglas
BARBARA SCHLOTT DOUGLAS

TALL PINES ASSOCIATES, INC.,
A Florida Corporation

By William H. Baker
William H. Baker, President
*Owner of 30 lots



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally, appeared WILLIAM H. BAKER, PRESIDENT OF TALL PINES ASSOCIATES, INC., A FLORIDA CORPORATION, personally known to me, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, and who took an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of February, 1994.

(notary seal)

Barbara Schlott Douglas
NOTARY PUBLIC



BARBARA SCHLOTT DOUGLAS
My Comm Exp. 11-28-94
Bonded By Service Ins
No. CC322922
Notary Public

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
HIGH PINES SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Declaration of Covenants and Restrictions pertaining to High Pines Subdivision was made by Tall Pines Associates, Inc., a Florida Corporation and recorded on September 5, 1990, in Official Records Book 874, at Page 1020, Public Records of Indian River County, Florida; and,

WHEREAS, the Developer wishes to amend the provisions of said Declaration of Covenants and Restrictions pursuant to the provisions of Article XIV, Subsection 14.6, which states that any amendment to said Declaration may be made upon the execution and recordation of an instrument having not less than two thirds of the voting interest of the membership (which amount would equal 43 of the 64 lot owners).

NOW, THEREFORE, Tall Pines Associates, Inc., a Florida corporation, does hereby state and declare that the following provisions of the Declaration of Covenants, and Restrictions referred to herein are amended as follows:

1. Article I, Definitions and Description of Property, is amended by adding a subsection as follows:

1.11 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C..

2. Article XVI is hereby created and entitled Use of Property and shall read as follows:

1.1 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns Water Management District.

1.2 Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

1.3 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

c:\highpines.amn

CERTIFICATE OF AMENDMENT

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

TODECLARATION OF COVENANTS AND RESTRICTIONSFORHIGH PINES SUBDIVISION

The undersigned, being the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a Membership meeting duly held on the 13TH day of SEPTEMBER, 1998, in accordance with the requirements of Florida law and of the Declaration of Covenants and Restrictions recorded in Official Record Book 874, Page 1020 of the Public Records of Indian River County, Florida, not less than two-thirds of the owners of lots in **HIGH PINES SUBDIVISION** voted to amend the Declaration of Covenants and Restrictions as hereinafter set forth.

RESOLVED that Article IV Section 4.3 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.3 The following antenna's may be installed by property owners upon their lots:

a. Satellite dish antenna's that are one meter (39 in.) or less in diameter and which are designed to receive direct broadcast satellite service, including direct to home satellite service.

b. Satellite dish antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via wireless cable. Such antennas may be mounted on "masts" to reach the height needed to establish line of sight contact with a transmitter. Masts higher than 12 feet above the roof ridge line are not permitted without the Association's prior written approval.

c. Standard television antennas that are designed to receive television broadcast signals. Such antennas may be mounted on "masts" to reach the height

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needed to establish line of sight contact with a transmitter. Masts higher than 12 feet above the roof ridge line are not permitted without the Association's prior written approval.

d. All other exterior antennas are prohibited and may not be placed upon any property within the development.

e. Antennas may only be erected by someone who has an ownership interest in and are in exclusive control of a lot. Tenants may not install antennas.

f. All antennas must be installed in accordance with manufacturer's specifications and State and Local Building codes.

g. Antennas must be painted so that they blend into the background against which they are mounted.

h. Antennas may not be placed upon common property or Association property.

i. The installer must show that there is no other acceptable or feasible location before the Association will approve a front installation or an installation above a roof ridge line of a satellite dish or any other type of antenna.

j. If the Association hires an expert to provide data concerning the feasibility of a front installation of a satellite dish, any other type of antenna or whether a mast is required, the property owner seeking installation shall pay the experts fee and any other expenses incurred by the Association concerning the matter.

RESOLVED that Article IV Section 4.6 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.6 No lot owner may dispose of a lot or any interest in a lot by sale, lease, gift, devise, inheritance or other transfer without first providing the Board of Directors of the Association with the name and address of their Grantee and a receipt signed by their Grantee acknowledging receipt of a copy of the Declaration of Covenants and Restrictions for High Pines Subdivision, Bylaws of High Pines Subdivision Homeowners Association, Inc., Articles of Incorporation of High Pines Subdivision Homeowners Association, Inc. and any amendments to those documents.

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RESOLVED that Article IV Section 4.8 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.8 Single family residence buildings shall have a minimum of 1800 square feet of air-conditioned space, not including the square footage of garages, porches or open patios. The maximum height of any building shall not exceed two stories. All two-story residence buildings shall have a minimum of 1900 square feet of enclosed air-conditioned floor space, of which the first story shall have not less than 1000 square feet, which square footage shall not include the square footage of garages, open patios and screened porch areas. The design of the front of the residence (the elevation) shall not be the same as the design of the adjacent residence, if any. All garages must be attached to the residence buildings and constructed in such manner that will be harmonious with the architectural motif of the residence building. All garages shall be constructed to accommodate not less than two (2) cars, and shall be minimum of twenty (20) feet in width and twenty-two (22) feet in depth. No carports shall be permitted on any lot. No automobile garage shall be enclosed or converted to other use. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

RESOLVED that Article IV Section 4.12 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.12 All driveways shall be constructed of concrete, imbedded stone, or other stable concrete product, and shall be completed to the subdivision street.

RESOLVED that Article IV Section 4.14 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.14 No sign of any nature shall be displayed or maintained to public view on any lot, without the Association's approval, except one professional sign of not more than four (4) square feet advertising the property for sale or rent may be used by a builder, lot owner, or broker, to advertise the property for sale during the construction or sale period.

RESOLVED that Article IV Section 4.16 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.16 There shall be no "boarding up" of houses. There shall be allowed storm protection devices only in the event of and during the period of time of a storm likely to cause damage to a house. Shutters may be installed for storm protection that have been fitted for the house. Shutters and other code approved storm protection devices may be closed for extended periods during the Hurricane Season so long as the Board of Directors of the Association has been given prior written notice.

RESOLVED that Article IV Section 4.21 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.21 No solid fences shall be erected, constructed, placed or maintained in front yards, with the exception of small decorative wooden fences which harmonize with the architectural motif of the residence building and which receive the prior written approval of the ARC. Rear yard fences shall be permitted with prior written approval of the ARC. Rear yard fences must be constructed of approved materials, be of a shadow box or split rail design, harmonize with the community and terminate at the rear corners of the house. Fences shall not exceed six feet (6') in height. All fences must be maintained by their owner and stained to harmonize with the house. If necessary repairs to a fence are not made by an owner within ten (10) days of the owner being given notice by the Association of the necessity for the repairs, the Association may repair the fence at the owners expense and place a lien upon the property for the expenses incurred. Any such lien may be foreclosed in the same manner as an assessment lien.

4.21.1 Fences upon rear yards abutting the lake are strictly prohibited.

RESOLVED that Article IV of Section 4.23 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.23 All garbage or trash containers, oil tanks, bottled gas tanks and water softening equipment must be placed in enclosed areas, and must be hidden from view by a structure or landscaping material so that they shall not be visible from adjoining lots or the streets of the subdivision.

RESOLVED that Article IV Section 4.24 of the Declaration of Covenants and Restrictions be amended to read as follows:

4.24 No weeds or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his Lot free from weeds, underbrush, refuse piles or unsightly growth or objects, the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entrance shall not be deemed a trespass. Absolutely no burning of trash or garbage shall be permitted on any lot.

RESOLVED that Article IX Section 9.3 of the Declaration of Covenants and Restrictions be amended to read as follows:

9.3 It shall be the duty of the Board of the Association, at least thirty (30) days prior to the Association's Annual Meeting, to prepare a budget covering estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each Lot for the following year, to be delivered to each member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective at the annual meeting by a vote as required by the Articles of Incorporation or Bylaws of the Association; provided, however, that in the event the membership disapproves the proposed budget or the Board of the Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Both annual and special assessments must be fixed at a uniform rate for all Lots.

RESOLVED that Article XII of the Declaration of Covenants and Restrictions be amended to read as follows:

ARTICLE XII

MODIFICATION AND AMENDMENT

Notice of the subject matter of a proposed Amendment shall be included in the Notice of any Meeting at which a proposed Amendment is considered. A resolution adopting a proposed Amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the Members of the

Association. The Declaration of Covenants and Restrictions may be amended only by the affirmative vote, in person or by proxy, of no less than a majority of the voting members at a meeting of the Association at which no less than fifty-five percent (55%) of the votes of the entire Membership of the Association are cast either in person or by proxy.

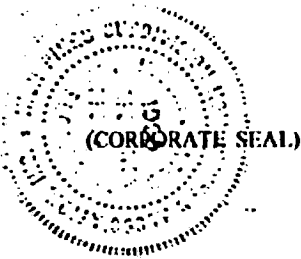
IN WITNESS WHEREOF, the undersigned President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, have executed this Certificate of Amendment to Declaration of Covenants and Restrictions this 24th day of September, 1998.

**HIGH PINES SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

BY: Robert R. Holmes
Robert Holmes, President

ATTEST:

BY: Linda Owen
Secretary



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Holmes and Linda Owen, the President and Secretary of HIGH PINES HOMEOWNERS ASSOCIATION, INC., personally known to me or presented the following identification FL Drivers Lic.

WITNESS my hand and official seal in the State and County last aforesaid, this 24th day of September, 1998.



Michelle Goodwyn
Notary Public

This instrument Prepared by and Return to:
Name: Charles W. McKinnon, Esq.
Address: McKinnon & McKinnon, Chartered
3405 Ocean Drive
Vero Beach, Florida 32963

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

CORRECTED

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HIGH PINES SUBDIVISION

The undersigned, being the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a Membership meeting duly noticed and held on the 13th day of September, 1998, in accordance with the requirements of Florida law and of the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 874, beginning at Page 1020 of the Public Records of Indian River County, Florida, and after a resolution passed by not less than a majority of of the members of the Board of Directors of the Association approving said Amendments, not less than two-thirds of the owners of lots in **HIGH PINES SUBDIVISION** voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

1. **ARTICLE IV Paragraph 4.3 shall be modified to read as follows:**

4.3 The following antennas may be installed by property owners upon their lots:

a. Satellite dish antennas that are one meter (39 in.) or less in diameter and which are designed to receive direct broadcast satellite service, including direct to home satellite service.

b. Satellite dish antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via wireless cable. Such antennas may be mounted on "masts" to reach the height needed to establish line of sight contact with a transmitter. Masts higher than 12 feet above the roof ridge line are not permitted without the Association's prior written approval.

c. Standard television antennas that are designed to receive television broadcast signals. Such antennas may be mounted on "masts" to reach the height needed

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to establish line of sight contact with a transmitter. Masts higher than 12 feet above the roof ridge line are not permitted without the Association's prior written approval.

d. All other exterior antennas are prohibited and may not be placed upon any property within the development.

e. Antennas may only be erected by someone who has an ownership interest in and are in exclusive control of a lot. Tenants may not install antennas.

f. All antennas must be installed in accordance with manufacturer's specifications and State and Local Building codes.

g. Antennas must be painted so that they blend into the background against which they are mounted.

h. Antennas may not be placed upon common property or Association property.

i. The installer must show that there is no other acceptable or feasible location before the Association will approve a front installation or an installation above a roof ridge line of a satellite dish or any other type of antenna.

j. If the Association hires an expert to provide data concerning the feasibility of a front installation of a satellite dish, any other type of antenna or whether a mast is required, the property owner seeking installation shall pay the experts fee and any other expenses incurred by the Association concerning the matter.

2. ARTICLE IV Paragraph 4.6 shall be modified to read as follows:

4.6 No lot owner may dispose of a lot or any interest in a lot by sale, lease, gift, devise, inheritance or other transfer without first providing the Board of Directors of the Association with the name and address of their Grantee and a receipt signed by their Grantee acknowledging receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for High Pines Subdivision, Bylaws of High Pines Subdivision Homeowners Association, Inc., Articles of Incorporation of High Pines Subdivision Homeowners Association, Inc. and any amendments to those documents.

3. ARTICLE IV Paragraph 4.8 shall be modified to read as follows:

4.8 Single family residence buildings shall have a minimum of 1800 square feet of air-conditioned space, not including the square footage of garages, porches or open patios. The maximum height of any building shall not exceed two stories. All two-story residence buildings shall have a minimum of 1900 square feet of enclosed air-conditioned floor space, of which the first story shall have not less than 1000 square feet, which square footage shall not include the square footage of garages, open patios and screened porch areas. The design of the front of the residence (the elevation) shall not be the same as the design of the adjacent residence, if any. All garages must be attached

NR 1383 PG 2597

to the residence buildings and constructed in such manner that will be harmonious with the architectural motif of the residence building. All garages shall be constructed to accommodate not less than two (2) cars, and shall be minimum of twenty (20) feet in width and twenty-two (22) feet in depth. No carports shall be permitted on any lot. No automobile garage shall be enclosed or converted to other use. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

4. ARTICLE IV Paragraph 4.12 shall be modified to read as follows:

4.12 All driveways shall be constructed of concrete, imbedded stone, or other stable concrete product, and shall be completed to the subdivision street.

5. ARTICLE IV Paragraph 4.14 shall be modified to read as follows:

4.14 No sign of any nature shall be displayed or maintained to public view on any lot, without the Association's approval, except one professional sign of not more than four (4) square feet advertising the property for sale or rent may be used by a builder, lot owner, or broker, to advertise the property for sale during the construction or sale period.

6. ARTICLE IV Paragraph 4.16 shall be modified to read as follows:

4.16 There shall be no "boarding up" of houses. There shall be allowed storm protection devices only in the event of and during the period of time of a storm likely to cause damage to a house. Shutters may be installed for storm protection that have been fitted for the house. Shutters and other code approved storm protection devices may be closed for extended periods during the Hurricane Season so long as the Board of Directors of the Association has been given prior written notice.

7. ARTICLE IV Paragraph 4.21 shall be modified to read as follows:

4.21 No solid fences shall be erected, constructed, placed or maintained in front yards, with the exception of small decorative wooden fences which harmonize with the architectural motif of the residence building and which receive the prior written approval of the ARC. Rear yard fences shall be permitted with prior written approval of the ARC. Rear yard fences must be constructed of approved materials, be of a shadow box or split rail design, harmonize with the community and terminate at the rear corners of the house. Fences shall not exceed six feet (6') in height. All fences must be maintained by their owner and stained to harmonize with the house. If necessary repairs to a fence are not made by an owner within ten (10) days of the owner being given notice by the Association of the necessity for the repairs, the Association may repair the fence at the owners expense and place a lien upon the property for the expenses incurred. Any such lien may be foreclosed in the same manner as an assessment lien. 4.21.1 Fences upon rear yards abutting the lake are strictly prohibited.

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8. ARTICLE IV of Paragraph 4.23 shall be modified to read as follows:

4.23 All garbage or trash containers, oil tanks, bottled gas tanks and water softening equipment must be placed in enclosed areas, and must be hidden from view by a structure or landscaping material so that they shall not be visible from adjoining lots or the streets of the subdivision.

9. ARTICLE IV Paragraph 4.24 shall be modified to read as follows:

4.24 No weeds or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his Lot free from weeds, underbrush, refuse piles or unsightly growth or objects, the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entrance shall not be deemed a trespass. Absolutely no burning of trash or garbage shall be permitted on any lot.

10. ARTICLE IX Paragraph 9.3 shall be modified to read as follows:

9.3 It shall be the duty of the Board of the Association, at least thirty (30) days prior to the Association's Annual Meeting, to prepare a budget covering estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each Lot for the following year, to be delivered to each member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective at the annual meeting by a vote as required by the Articles of Incorporation or Bylaws of the Association; provided, however, that in the event the membership disapproves the proposed budget or the Board of the Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Both annual and special assessments must be fixed at a uniform rate for all Lots.

11. ARTICLE XII of the Declaration of Covenants, Conditions and Restrictions shall be modified to read as follows:

ARTICLE XII MODIFICATION AND AMENDMENT

Notice of the subject matter of a proposed Amendment shall be included in the Notice of any Meeting at which a proposed Amendment is considered. A resolution adopting a proposed Amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the Members of the Association. The Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative vote, in person or by proxy, of no less than a majority of the voting members at a meeting of the Association at which

no less than fifty-five percent (55%) of the votes of the entire Membership of the Association are cast either in person or by proxy.

IN WITNESS WHEREOF, the undersigned President and Secretary of HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions this 20th day of February, 2001.

HIGH PINES SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.

BY: Joseph R. Miranda
President

ATTEST:

BY: Shirley L. Zieles
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph R. Miranda and Shirley L. Zieles the President and Secretary of HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC. personally known to me or who presented the following identification

WITNESS my hand and official seal in the State and County last aforesaid, this 20th day of February, 2001.



Linda S. Owen
Commission # 00818123
Expires May 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Linda S. Owen
Notary Public LINDA S. OWEN

OR 1383PG2600

This Instrument Prepared by and Return to:
Name: Charles W. McKinnon, Esq.
Address: McKinnon & McKinnon, Chartered
3403 Ocean Drive
Vero Beach, Florida 32963

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

HIGH PINES SUBDIVISION

The undersigned, being the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a Membership meeting duly noticed and held on the 5th day of November, 2000, in accordance with the requirements of Florida law and of the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 874, beginning at Page 1020 of the Public Records of Indian River County, Florida, and after a resolution passed by not less than a majority of of the members of the Board of Directors of the Association approving said Amendments, not less than two-thirds of the owners of lots in **HIGH PINES SUBDIVISION** voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

1. **ARTICLE IV, Paragraph 4.2 shall be modified to read as follows:**

4.2 No tents, trailers, shacks, storage buildings, communication devices, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the ARC.

2. **ARTICLE IV, Paragraph 4.4 shall be modified to read as follows:**

4.4 All trailers regardless of size or hauling capacity, trucks having a manufacturers suggested hauling capacity in excess of 1,500 pounds and commercial vehicles regardless of size or hauling capacity shall be kept inside the an enclosed garage and shall not be visible from the street. No tractor-trailer truck of any type shall be permitted to be parked overnight on any lot or street. No dismantled automobile shall be permitted to remain on any lot or street. This provision shall include any motor vehicle without current license tag. Failure to comply with this paragraph shall be considered a nuisance which may be abated by the removal of the vehicle at the cost of the owner.

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NR 1383 PG 2593

3. ARTICLE IV, Paragraph 4.6 shall be modified to read as follows:

4.6 No lot owner may dispose of a lot or any interest in a lot by sale, lease, gift, devise, inheritance or other transfer without first providing the Board of Directors of the Association with the name and address of their Grantee and a receipt signed by their Grantee acknowledging receipt of a copy of the Declaration of Covenants and Restrictions for High Pines Subdivision, Bylaws of High Pines Subdivision Homeowners Association, Inc., Articles of Incorporation of High Pines Subdivision Homeowners Association, Inc. and any amendments to those documents. Owners who rent their Lot must pay a refundable security deposit to the Association in the amount of Five Hundred Dollars (\$500.00) which shall be placed in a non-interest bearing account. The deposit may be used by the Association to pay any fines levied against the Owner by the Association. If no fines have been levied against the Owner at the end of the lease the Five Hundred Dollar (\$500.00) deposit shall be refunded in full to the Owner.

4. ARTICLE IV, Paragraph 4.11 shall be modified to read as follows:

4.11 No building shall have flat or built-up gravel roofs. Roof shingles shall be dimensional type with rustic designs and shall be approved prior to installation with a minimum 5/12 roof pitch designed into the roof structure and shown on elevation drawings. Telephone and cablevision shall run underground from the dwelling to the appropriate service riser. There shall be no overhead or exposed service line run to any structure. Every front yard shall contain one (1) post lamp which shall be illuminated between sunset and sunrise each day and which shall be subject to the Architectural Review Committee's approval. Once the construction of any dwelling is started, there will be a maximum period of seven (7) months permitted to complete the same.

5. Paragraph 4.33 shall be added to ARTICLE IV as follows:

4.33 Any recreational vehicles or boats parked upon a Lot which can be enclosed in the garage on the Lot shall be parked within the enclosed garage and shall not be visible from the street. Recreational vehicles or boats which cannot be enclosed within the garage on the Lot may be parked on the Lot for up to seventy-two (72) hours during any thirty (30) day period, with the prior written approval of the Association.

IN WITNESS WHEREOF, the undersigned President and Secretary of HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions this 20th day of February, 2001.

HIGH PINES SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.

BY: Joseph E. Grunwald
President

(CORPORATE SEAL)

NR 1383 PG 2594

ATTEST:

BY: Shirley L. Zeiler
SecretarySTATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph L. Miranda and Shirley L. Zeiler, the President and Secretary of HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., personally known to me or who presented the following identification _____.

WITNESS my hand and official seal in the State and County last aforesaid, this 20th day of February, 2001.

Linda S. Owen
Notary Public LINDA S. OWEN



Linda S. Owen
Commission # 00818123
Expires May 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

NR 1383PG2595

2/8/2018

Landmark Web Official Records Search

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HIGH PINES SUBDIVISION

The undersigned, being the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a membership meeting duly noticed and held on the 4th day of November, 2001, in accordance with the requirements of Florida law and of the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 874, Page 1020, and further amended at OR Book 1233, Page 2025 and OR Book 1383, Page 2596, of the Public Records of Indian River County, Florida, and after a resolution passed by not less than a majority of the members of the Board of Directors of the Association approving said amendment, not less than fifty-five percent of the owners of lots in **HIGH PINES SUBDIVISION** voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

RESOLVED that **ARTICLE IV**, Section 4.21 shall be amended to read as follows:

4.21 No solid fences shall be erected, constructed, placed or maintained in front yards, with the exception of small decorative wooden or vinyl fences which harmonize with the architectural motif of the residence building and which receive the prior written approval of the ARC. Rear yard fences shall be permitted with prior written approval of the ARC. Rear yard fences must be constructed of shadow box or picket style white vinyl (polymer base) material which harmonizes with the community and terminates at the rear corners of the house. Fences shall not exceed six feet (6') in height. No wooden or chain link fences will be permitted in rear yards. All fences must be maintained by their owner and finished to harmonize with the house. If necessary repairs to a fence are not made by an owner within ten (10) days of the owner being given notice by the Association of the necessity for the repairs, the Association may repair the fence at the owners expense and place a lien upon the property for the expenses incurred. Any such lien may be foreclosed in the same manner as an assessment lien.

IN WITNESS WHEREOF, the undersigned President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions this 4th day of December, 2001.

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2/8/2018

Landmark Web Official Records Search



CORPORATE SEAL

HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

BY: Joseph R. Miranda
President

ATTEST:

BY: Shirley L. Zeiler
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Joseph R. Miranda and Shirley L. Zeiler, the President and Secretary of HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid, this 2nd day of December, 2001.



Linda S. Owen
Commission #00818123
Expires May 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Linda S. Owen
Notary Public
LINDA S. OWEN

RETURN TO
M- Shirley L. Zeiler
6464 55th Sq.
Vero Beach, FL 32967

11/14/17 pg 3013

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OF

HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

The undersigned, being the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a Membership meeting duly noticed and held on the 14th day of November, 2004, in accordance with the requirements of Florida law, and the Declaration of Covenants, Conditions and Restrictions of High Pines Subdivision Homeowners Association, Inc., recorded in Official Record Book 874, Page 1020, and further amended at OR Book 1214, Page 0469, OR Book 1233, Page 2023 and OR Book 1383, Page 2601 not less than a majority of fifty-five percent (55%) of the voting members in the aforementioned Association affirmatively voted to amend the Bylaws as hereinafter set out.

RESOLVED that Article XII as further amended in OR Book 1233, Page 2025, and OR Book 1383, Page 2596 be amended in the following manner:

Notice of the subject matter of a proposed Amendment shall be included in the Notice of any Meeting at which a proposed Amendment is considered. A resolution adopting a proposed Amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the Members of the Association. The Declaration of Covenants, Conditions and Restrictions may be amended only the affirmative vote, in person or by proxy, of no less than a majority of the voting members at a meeting of the Association at which no less than thirty-five percent (35%) of the votes of the entire Membership of the Association are cast either in person or by proxy.

IN WITNESS WHEREOF, the undersigned President and Secretary of **High Pines Subdivision Homeowners Association, Inc.** have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions this 9th day of December, 2004.

BK: 1810 PG: 1052

HIGH PINES SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.

Corporate Seal



BY:

Joseph R. Miranda
President

ATTEST:

BY:

Shirley L. Zeiler
SecretarySTATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph R. Miranda and Shirley L. Zeiler well known to me to be the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.** and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that I relied upon the following forms of identification personally known to me and personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid, this 8th day of December 2004.



Katherine J. Charest
MY COMMISSION # 00031720 EXPIRES
July 17, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Katherine J. Charest
Notary Public

1964014 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN
RIVER CO FL, BK: 2309 PG: 208, 12/16/2008 10:00 AM

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIGH PINES SUBDIVISION

The undersigned, being the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a membership meeting duly noticed and held on the 9th day of November, 2008, in accordance with the requirements of Florida law and of the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 874, Page 1020, and further amended at OR Book 1233, Page 2025, OR Book 1383, Page 2596, OR Book 1447, Page 3014, and OR Book 1810, Page 1051 of the Public Records of Indian River County, Florida, and after a resolution passed by not less than a majority of the members of the Board of Directors of the Association approving said amendment, not less than thirty-five percent of the owners of lots in **HIGH PINES SUBDIVISION** voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

RESOLVED that ARTICLE IV, USE RESTRICTIONS, shall be amended to read as follows:

4.18 All window or wall air conditioners, exterior pumps, motors, compressors, tanks or similar mechanical devices shall be properly screened from view by such means as shall be approved by the ARC.

4.21 No solid fences shall be erected, constructed, placed or maintained in front yards, with the exception of small decorative wooden or vinyl fences which harmonize with the architectural motif of the residence building and which receive the prior written approval of the ARC. Fences upon rear yards abutting the lake are strictly prohibited. Rear yard fences shall be permitted with prior written approval of the ARC. Rear yard fences must be constructed of shadow box or picket style white vinyl (polymer base) material, or black metal fencing, which harmonizes with the community and terminates at the rear corners of the house or pool deck. Fences shall not exceed six feet (6') in height. No wooden or chain link fences will be permitted in rear yards. All fences must be maintained by their owner and finished to harmonize with the house. If necessary repairs to a fence are not made by an owner within ten (10) days of the owner being given notice by the Association of the necessity for the repairs, the Association may repair the fence at the owners expense and place a lien upon the property for the expenses incurred. Any such lien may be foreclosed in the same manner as an assessment lien.

4.21.1 Deleted and made a part of 4.21.

BK: 2309 PG: 209

4.22 No accessory building or structure of a temporary character or mobile home shall be permitted at anytime.

4.33 Any recreational vehicles, boats or small hauling trailers parked upon a Lot which can be enclosed in the garage on the Lot shall be parked within the enclosed garage and shall not be visible from the street. Recreational vehicles, boats, or small hauling trailers which cannot be enclosed within the garage on the Lot may be parked on the Lot: 1. For cleaning/loading for several hours (no more than 24 hours) without approval of the Association, 2. up to seventy-two (72) hours continuously during any thirty (30) day period, with the prior written approval of the Association.

IN WITNESS WHEREOF, the undersigned President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions this 8 day of December, 2008.

HIGH PINES SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.

BY: Susan Hiller
President
Susan Hiller

CORPORATE SEAL

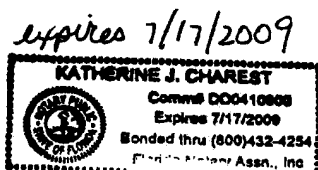
ATTEST:

BY: Jan L. Chesnut
Secretary
Jan L. Chesnut

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Susan Hiller and Jan L. Chesnut, the President and Secretary of HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid, this 8 day of December, 2008.



Katherine J. Charest
Notary Public

2034108 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN
RIVER CO FL, BK: 2385 PG: 930, 12/07/2009 10:29 AM

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIGH PINES SUBDIVISION

The undersigned, being the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a membership meeting duly noticed and held on the 8th day of November, 2009, in accordance with the requirements of Florida law and of the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 874, Page 1020, and further amended at OR Book 1233, Page 2025, OR Book 1383, Page 2596, OR Book 1447, Page 3014, and OR Book 1810, Page 1051 of the Public Records of Indian River County, Florida, and after a resolution passed by not less than a majority of the members of the Board of Directors of the Association approving said amendment, not less than thirty-five percent of the owners of lots in HIGH PINES SUBDIVISION voted to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

RESOLVED that ARTICLE IV, USE RESTRICTIONS, shall be amended to read as follows:

4.4 All trailers regardless of size or hauling capacity, trucks having a manufacturer's suggested maximum payload of 1 ton heavy duty, duallys, and commercial vehicles regardless of size or hauling capacity shall be kept inside the enclosed garage and shall not be visible from the street. No tractor-trailer truck of any type shall be permitted to be parked overnight on any lot or street. No dismantled automobile shall be permitted to remain on any lot or street. This provision shall include any motor vehicle without current license tag. Failure to comply with this paragraph shall be considered a nuisance which may be abated by the removal of the vehicle at the cost of the owner.

IN WITNESS WHEREOF, the undersigned President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, have executed this Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions this 12 day of November, 2009.



HIGH PINES SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.

BY: Susan Hiller Susan Hiller
President

ATTEST:

BY: Jan L. Chesnut Jan L. Chesnut
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Susan Hiller and Jan Chesnut, the President and Secretary of **HIGH PINES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid, this 12 day of November 2009



Katherine J. Charest
Notary Public

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

**CERTIFICATE OF AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HIGH PINES SUBDIVISION**

THE UNDERSIGNED, being the President and Secretary of **High Pines Subdivision Homeowners Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the lot owners of High Pines Subdivision, held on the 5th day of November, 2017, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions, and Restrictions for High Pines Subdivision, as originally recorded in Official Record Book 874, Beginning at Page 1020, Public Records of Indian River County, Florida, at which no less than 55% of the votes of the entire membership of the Association were cast either in person or by proxy, not less than a majority of the voting members voted to amend the Declaration of Covenants, Conditions, and Restrictions as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, and Restrictions, shall be amended to read as follows:

I. Article IV, Paragraph 4.1 of the above referenced Declaration of Covenants, Conditions, and Restrictions shall be amended to read as follows:

4.1 No business or commercial building may be erected on any Lot. No building or other improvement shall be erected upon any Lot without prior ARC approval. No Lot shall be divided, subdivided, or reduced in size. In the event more than one lot is used as one building site, it shall be considered as a single lot and shall not be further subdivided. With the exception of community wide garage/yard sales authorized by the Association, garage and yard sales are prohibited within High Pines Subdivision. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a Lot, shall be conducted, maintained or permitted within High Pines Subdivision.

II. Article IV, Paragraph 4.4 of the above referenced Declaration of Covenants, Conditions, and Restrictions shall be amended to read as follows:

4.4 All trailers regardless of size or pay load capacity shall be kept inside an enclosed garage and shall not be visible from the street. Commercial vehicles regardless of size or pay load capacity may be kept outside an enclosed garage if no commercial lettering, tools or equipment are visible from the street. Commercial vehicles with

commercial lettering, tools or equipment visible from the street must be kept inside an enclosed garage and shall not be visible from the street. No tractor-trailer truck, box type truck, panel van, bus, motor vehicle with three or more axels, earth moving vehicles or off road only vehicles shall be permitted to be parked overnight on the Property. No dismantled automobile shall be permitted to remain on any lot or street. This provision shall include any motor vehicle without current license tag. Failure to comply with this paragraph shall be considered a nuisance which may be abated by the removal of the vehicle at the cost of the owner.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to Declaration of Covenants, Conditions, and Restrictions, this 4th day of December, 2017.

**HIGH PINES SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.**

By: Scott E. Davis
President
Print Name: Scott E DAVIS

(CORPORATE SEAL)

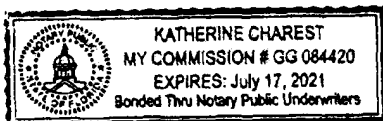
ATTEST:

By: Terri Collins-Lister
Secretary
Print Name: Terri Collins-Lister

STATE OF FLORIDA)
) ss.
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Scott Davis and Terri Collins-Lister, respectively the President and Secretary of High Pines Subdivision Homeowners Association, Inc., who ☐ have produced _____ as identification or ☒ who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 4 day of December, 2017.



Katherine J Charest
Name: Katherine J Charest
Notary Public, State of Florida
(Affix Seal)

2/8/2018

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3120170071168 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3077 PG: 283, 12/11/2017 4:27 PM

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3053 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

**CERTIFICATE OF AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HIGH PINES SUBDIVISION**

THE UNDERSIGNED, being the President and Secretary of **High Pines Subdivision Homeowners Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the lot owners of High Pines Subdivision, held on the 5th day of November, 2017, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions, and Restrictions for High Pines Subdivision, as originally recorded in Official Record Book 874, Beginning at Page 1026, Public Records of Indian River County, Florida, at which no less than 55% of the votes of the entire membership of the Association were cast either in person or by proxy, not less than a majority of the voting members voted to amend the Declaration of Covenants, Conditions, and Restrictions as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, and Restrictions, shall be amended to read as follows:

I. Article IV, Paragraph 4.1 of the above referenced Declaration of Covenants, Conditions, and Restrictions shall be amended to read as follows:

4.1 No business or commercial building may be erected on any Lot. No building or other improvement shall be erected upon any Lot without prior ARC approval. No Lot shall be divided, subdivided, or reduced in size. In the event more than one lot is used as one building site, it shall be considered as a single lot and shall not be further subdivided. With the exception of community wide garage/yard sales authorized by the Association, garage and yard sales are prohibited within High Pines Subdivision. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a Lot, shall be conducted, maintained or permitted within High Pines Subdivision.

II. Article IV, Paragraph 4.4 of the above referenced Declaration of Covenants, Conditions, and Restrictions shall be amended to read as follows:

4.4 All trailers regardless of size or pay load capacity shall be kept inside an enclosed garage and shall not be visible from the street. Commercial vehicles regardless of size or pay load capacity may be kept outside an enclosed garage if no commercial lettering, tools or equipment are visible from the street. Commercial vehicles with

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commercial lettering, tools or equipment visible from the street must be kept inside an enclosed garage and shall not be visible from the street. No tractor-trailer truck, box type truck, panel van, bus, motor vehicle with three or more axels, earth moving vehicles or off road only vehicles shall be permitted to be parked overnight on the Property. No dismantled automobile shall be permitted to remain on any lot or street. This provision shall include any motor vehicle without current license tag. Failure to comply with this paragraph shall be considered a nuisance which may be abated by the removal of the vehicle at the cost of the owner.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to Declaration of Covenants, Conditions, and Restrictions, this 4th day of December, 2017.

HIGH PINES SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.

By: Scott E. Davis
President
Print Name: Scott E DAVIS

(CORPORATE SEAL)

ATTEST:

By: Terr Collins Lister
Secretary
Print Name: Terr Collins - Lister

STATE OF FLORIDA)
) ss.
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Scott Davis and Terr Collins Lister, respectively the President and Secretary of High Pines Subdivision Homeowners Association, Inc., who ☐ have produced _____ as identification or ☒ who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 4 day of December, 2017.



Katherine J Charest
Name: Katherine J Charest
Notary Public, State of Florida
(Affix Seal)

Page 2 of 2

3120200075816 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3367 PG: 1827, 12/15/2020 9:17 AM

**CERTIFICATE OF AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HIGH PINES SUBDIVISION**

THE UNDERSIGNED, being the President and Secretary of **High Pines Subdivision Homeowners Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the lot owners of High Pines Subdivision, held on the 8th day of November, 2020, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions, and Restrictions for High Pines Subdivision, as originally recorded in Official Record Book 874, Beginning at Page 1020, Public Records of Indian River County, Florida, at which no less than 55% of the votes of the entire membership of the Association were cast either in person or by proxy, not less than a majority of the voting members voted to amend the Declaration of Covenants, Conditions, and Restrictions as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, and Restrictions, shall be amended to read as follows:

- I. Article IV, Paragraph 4.34** shall be added to the above referenced Declaration of Covenants, Conditions, and Restrictions and shall read as follows:

4.34 No lease or rental of a Lot may be for a period of less than one hundred eighty (180) continuous days. Lots may not be leased or rented more than two (2) times during any twelve (12) month period. This applies to all occupancies for which consideration has been paid, regardless of whether the occupancy right has been granted pursuant to a license, use right, booking, home sharing, or other arrangement. Any proposed lease of a Lot must be preapproved, in writing, by the Association. At least thirty (30) days before any proposed lease, the Owner desiring to so lease the Lot shall provide the Association with the name, address, and telephone number of the proposed tenant, and shall provide the Association with any information it may request. The Association shall approve or disapprove of the proposed lease within thirty (30) days of receipt of all information to which it is entitled. The failure to render a decision within the said thirty (30) days shall be deemed approval. The Association may charge a fee to any Owner requesting approval of a proposed lease of a Lot, said fee to be in an amount determined by the Board of Directors from time to time and not to exceed the maximum amount permitted by Florida law. All Owners shall be responsible to ensure that all tenants and occupants of the Lot comply with all of the terms and conditions of the Association's governing documents. All Owners must provide their tenants with a copy of the Association's governing documents. All tenants must sign an acceptance form that states they have read and agreed to abide by the governing documents, prior to occupancy. A copy of the acceptance form must be attached to the lease.

II. Article IX, Paragraph 9.6 of the above referenced Declaration of Covenants, Conditions, and Restrictions shall be amended to read as follows:

9.6 Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur an administrative late fee not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment has not been paid within thirty (30) days from the due date, a lien as herein provided for shall attach and in addition the lien shall include the administrative late fee, interest on the principal amount due at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessments remain unpaid after nine (90) days from the due date, the Association may as the Board shall determine institute suit to collect such amounts or to foreclose its lien. Each Owner, by acceptance of a Deed to a Lot, vests in the Association or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same, shall be held by the Association, acting on behalf of the Owners. No Owner may waive or otherwise avoid liability for the assessments provided for herein, including by way of illustration but not limitation, by abandonment of his or her Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

III. Article XI, Paragraph 11.1 of the above referenced Declaration of Covenants, Conditions, and Restrictions shall be amended to read as follows:

11.1 As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Lots and the Common Area, provided that copies of all such rules and regulations be furnished to all Owners. If any Owner violates this Declaration, the Bylaws or any rules and regulations duly adopted hereunder, the Board of Directors of the Association shall have the power to impose reasonable fines, up to ten-thousand dollars (\$10,000.00), which shall constitute a lien upon the Lot owned by such Owner and to suspend an Owner's right to vote and to use the Common Area and facilities, if any. Such suspension may be for the duration of the infraction and may continue for an additional period thereafter not to exceed thirty (30) days. Such Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all Owners to abate any nuisance or otherwise enforce this Declaration.

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IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to Declaration of Covenants, Conditions, and Restrictions, this 7th day of December, 2020.

**HIGH PINES SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.**

By: _____

President

Print Name: _____

(CORPORATE SEAL)

ATTEST:

By: _____

Secretary

Print Name: _____

STATE OF FLORIDA)

) ss.

COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared, in physical presence, David Reisinger and Terri Collins-Lister, respectively the President and Secretary of High Pines Subdivision Homeowners Association, Inc., who ☐ have produced _____ as identification or ☒ who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 7 day of December, 2020.

Name: _____

Notary Public, State of Florida

(Affix Seal)

