State of Florida

Department of State

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STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
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I certify the attached is a true and correct copy of the Articles of Incorporation of HIGHLANDS CREEK PHASE TWO PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on February 27, 2015, as shown by the records of this office.

The document number of this corporation is N15000002158.

Return To:
Highlands Enhancement, Inc.
PO Box 237
Highland City, FL 33837

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of March, 2015

Ken Detzner
Secretary of State

CR2EO22 (1-11)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
HIGHLANDS CREEK PHASE TWO
PROPERTY OWNERS' ASSOCIATION, INC.
(a Corporation Not for Profit)

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Property Owners' Association.

ARTICLE I
Name

The name of this Association shall be HIGHLANDS CREEK PHASE TWO Property Owners' Association, Inc. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II
Initial Registered Office and Agent

The street address of the initial registered office of the Association, until changed by the Board of Directors, shall be 200 Lake Morton Drive, Suite 200, Lakeland, Florida, 33801, and the name of the initial registered agent of the Association at that address is E. Snow Martin, Jr.

ARTICLE III
Purposes and Powers

The general purposes and powers for which the Association is formed are as follows:

(1) To manage, maintain, construct and repair for the use of its members, their guests and invitees all common area improvements now on or to be placed upon HIGHLANDS CREEK PHASE TWO subdivision, which improvements shall be for recreational purposes and utilities in conjunction therewith, storm water management system together with all lawns, shrubbery and trees located thereupon. The use of said common facilities shall be governed in accordance with these Articles of Association and By-Laws hereinafter enacted.

(2) To manage, maintain and repair ingress, egress and utility easements over, under and across said subdivision.

(3) To establish rules and regulations of use and to maintain its ownership in any lot or parcel of real property that may be conveyed to the Association for the common use of all members.

(4) To enforce the Restrictive Covenants and Conditions of the HIGHLANDS CREEK PHASE TWO subdivision, either on its own account or in conjunction with other lot owners.

(5) To modify said Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to the lot-line setback requirements and the placement of garages with a side-yard entrance.

(6) To place easements of record, if necessary, for ingress and egress and utility and

drainage along the perimeter of any lot-line in HIGHLANDS CREEK PHASE TWO subdivision.

(7) To maintain and improve traffic control devices and signs, and subdivision and roadway name designation signs within HIGHLANDS CREEK PHASE TWO subdivision.

(8) To maintain and improve private lighting for decorative effect or security purposes within said subdivision.

(9) To maintain by appointment or retainer, a Building Committee which need not consist of lot owners of HIGHLANDS CREEK PHASE TWO subdivision, to review plans and specifications required by said lot owners to be submitted in accordance with the Restrictive Covenants and Conditions of said subdivision hereinabove referenced which Committee for and on behalf of the Association shall give permission in writing or rejection in writing, as the case may be, to said lot owners as provided herein. No member of the Building Committee shall in any way be subject to liability in granting or failing to grant approval and permission of any plans, specifications and requests brought before said Committee by any person whomsoever.

(10) To maintain security within the Subdivision. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

(11) To obtain insurance for loss purposes, whether by casualty or liability, covering HIGHLANDS CREEK PHASE TWO Property Owners' Association, Inc., Directors, Officers, Committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association.

(12) To own and convey property and to pay real estate taxes and utilities attributable thereto and to the common improvements and use thereof.

(13) It shall have the duty to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas and related appurtenances.

(14) It shall have the right, but not the duty, to maintain improved or unimproved lots within HIGHLANDS CREEK PHASE TWO subdivision, wherein lot owners have failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said lot owner. It shall have an easement or license of entry over any lot within HIGHLANDS CREEK PHASE TWO subdivision for the purpose of this maintenance.

(15) To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected with interest, by legal action, if necessary.

(16) To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under those Restrictive Covenants and Conditions for Highlands Creek Phase Two subdivision; its Articles of Association; By-Laws; Rules and Regulations.

(17) To transact any and all lawful business.

(18) Contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company.

(19) Sue and be sued.

Each lot owner shall be a member of the Association. As a member, each lot owner shall be liable and obligated for payment of a pro-rata share per each member lot owner of the costs of surface water management, those ingress, egress and utility easements pertaining thereto and the use thereof, together with any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined herein. Each lot membership shall bear equal proportion of each assessment regardless of a lot's location, dimension or size. Any unpaid assessment due at any time shall be and become the obligation of a subsequent owner of a lot upon purchase of said lot.

Commencing in 2020 (or earlier should the Board of Directors so decide), during the month of November in each year (or earlier should the Board of Directors so decide), the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing year. Annual assessments shall be payable in advance on or before December 31st of each preceding year. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common area as desired by the Association members. Special Assessments for these purposes may from time to time be made by the Association.

The call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than thirty (30) days nor more than sixty (60) days from the date the call is mailed), time and place of said meeting; and shall be mailed to all lot owners at the last addresses for said owners on the books and records of the Association or to the lot owners' addresses as shown on the Polk County tax rolls. The amount of each year's annual assessments and charges shall be determined at the annual meeting by the affirmative vote of a majority of those lot owners present at said meeting who, in voting, either affirmatively or negatively, shall be deemed a member of the Association in accordance with Article IV.

Following the Association annual meeting, written annual assessments voted for by the

membership for any of those purposes enumerated in Article III shall be mailed by the Association to all lot owners who are members in accordance with Article IV. Annual assessments and charges shall apply to a calendar year, shall be deemed to be due as of January 1st of each year, and shall be payable in one annual installment. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

The Association shall be empowered through its Officers and Board of Directors to place a charging lien against the lot owner's property for non-payment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether before or after said lien shall have been placed thereupon.

ARTICLE IV
Members

The Association shall have two (2) classes of voting membership.

CLASS A. The Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

The owner of each lot in HIGHLANDS CREEK PHASE TWO subdivision, as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall be a member of the Association. A member shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein

as regulated by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any lots as outlined herein.

Membership shall be on a calendar year basis and shall automatically be transferred during a calendar year with the transfer of lot ownership. There shall be no proration, except as between lot owners of membership assessments, and any unpaid assessments due at any time shall be and become the obligation of a new lot owner upon the purchase of said lot.

A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and costs, of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and invitees.

ARTICLE V

The Association shall exist in perpetuity; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non profit corporation similar to the association.

ARTICLE VI
Management

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President, and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors immediately following the annual meeting of the Association. The President and Vice-President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VII
Officers

The names of the officers who are to serve until the first election of officers by the Board of Directors are:

C. Dane Rogers	President
John Steven Rogers	Vice-President
William Thomas Rogers	Secretary/Treasurer

ARTICLE VIII
Directors

The Association shall have three (3) directors initially. Thereafter, the number of directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting but shall never be less than three (3).

The names and addresses of the persons who are to serve on the first Board of Directors are:

C. Dane Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
John Steven Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
William Thomas Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812

The initial directors shall serve until the first annual meeting of the Association and thereafter as provided for hereafter.

At each annual meeting, the members of the Association shall elect the members of the Board of Directors by a majority of the votes cast at such election, and such members shall serve until the next annual meeting of the Association or as otherwise provided in the ByLaws of the Association.

In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his predecessor.

No member of the Board of Directors or any committee of the Association or any officer of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group; provided that such

person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

The Board of Directors shall see that all assessments shall be assessed equally against all lot owners as outlined herein. Where there are multiple owners of any lots, such owners shall be jointly and severally liable for the payment of the Assessments.

The Board of Directors from time to time may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by the vote of members owning seventy-five percent (75%) of the membership, except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

ARTICLE IX
Amendments

Prior to the time when Class B membership is converted to Class A membership, the Declarant shall have the absolute right to modify any or all of the Restrictive Covenants and Conditions of the HIGHLANDS CREEK PHASE TWO subdivision by amendment, deletion or addition thereto. After the time when Class B membership is converted to Class A membership, the Association through its membership shall have the absolute right to modify any or all of the Restrictive Covenants and Conditions of the HIGHLANDS CREEK PHASE TWO subdivision by amendment, deletion or addition thereto upon the direction of seventy-five percent (75%) or more of the membership in the Association, except that any amendment which would affect the surface water management system, including the water management portion of the common area, must have the prior approval of the Southwest Florida Water Management District or its successor agency and except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to HIGHLANDS CREEK PHASE TWO subdivision, hereinabove referenced, other amendments to these Articles of Association shall be approved by the Board of Directors, proposed by them to the members and approved at any meeting by a seventy-five percent (75%) vote of the members present, provided that no less than thirty (30) days notice by mail shall have

been given to all members, setting forth, the proposed amendments, except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

IN WITNESS WHEREOF, the undersigned, as subscribers to these Articles of Association, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 24TH day of February, 2015.

SUBSCRIBERS	ADDRESS
C. DANE ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
JOHN STEVEN ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida, 33812
WILLIAM THOMAS ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida 3381

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24TH day of February, 2015, by C. Dane Rogers, who is personally known to me.

(SEAL) GERALD E. LOU NOTARY PUBLIC STATE OF FLORIDA Comm# FF151825 Expires 11/4/2018

Notary Public

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of February, 2015, by John Steven Rogers, who is personally known to me.

(SEAL) GERALD E. LOU NOTARY PUBLIC STATE OF FLORIDA Comm# FF151825 Expires 11/4/2018

Notary Public

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of February, 2015, by William Thomas Rogers, who is personally known to me.

(SEAL) GERALD E. LOU NOTARY PUBLIC STATE OF FLORIDA Comm# FF151825 Expires 11/4/2018

Notary Public

CERTIFICATE DESIGNATING PLACE OF BUSINESS

OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS

STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said Acts:

That HIGHLANDS CREEK PHASE TWO Property Owners' Association, Inc. desiring to organize a corporation not for profit under the Laws of the State of Florida with its principle office, as indicated in the Articles of Association, at 200 Lake Morton Drive, Suite 200, Lakeland, Florida 33801, as its Agent to accept Service of Process within the State.

ACKNOWLEDGMENT

Having been named to accept Service of Process for the above stated corporation, at place designated in the Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

E. SNOW MARTIN, JR., Resident Agent

FILED
15 FEB 27 AM 10:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA