

**RESTATED AND AMENDED DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR HART LAKE HILLS**

**THIS RESTATED AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS** is entered into by the majority of the Owners of the total Lots located within the Subdivision for the purpose of restating and amending said Declaration as follows:

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants and Restrictions of HART LAKE HILLS is recorded in Official Records Book 3978, Page 955, of the Public Records of Polk County, Florida, hereinafter referred to as the "Declaration;" and

**WHEREAS**, the Declaration was amended by Amendment recorded in Official Records Book 4143, Page 731, Public Records of Polk County, Florida, hereinafter referred to as the "Amendment;" and

**WHEREAS**, the Declaration was further amended by Second Amendment recording in Official Records Book 4427, Page 913, Public Records of Polk County, Florida hereinafter referred to as the "Second Amendment;" and

**WHEREAS**, Article XVI of the Declaration provides a process for amendment to the Declaration of the Owners of Lot; and

**WHEREAS**, the entire membership of the Board of Directors voted to approve the restatement and amendments at a Board meeting on February 11, 2020, and otherwise voted to integrate all of the provisions into a single instrument; and

**WHEREAS**, a proposed Restated and Amended Declaration of Covenants and Restrictions was approved by not less than a majority of the voting interests of the entire membership at a membership meeting held on March 29, 2020;

**WHEREAS**, a majority of the Owners of Lots located within the real property described in the Declaration, hereinafter referred to as the "Subdivision," have executed this Restated and Amended Declaration of Covenants and Restrictions in accordance with Article XVI of the Declaration;

**NOW, THEREFORE**, the Declaration, as amended from time to time, is restated and amended as follows, and that all of the Subdivision, including all the Lots contained therein, shall be held, sold, transferred and conveyed, occupied and used, subject to the covenants, restrictions, easements, reservations, liens, charges and conditions, which shall run with the Subdivision and all Lots contained therein, be binding upon all persons and entities having or acquiring any right, power or interest in the Subdivision or any part thereof and their heirs, successors and assigns and inure to the benefit and limitation of all present and future Owners, tenants and residents of the Subdivision, except as provided below. The covenants, conditions, restrictions, easements, reservations, liens and charges are as follows:

**ARTICLE I  
DEFINITIONS**

The following definitions shall be applicable for purposes of this Declaration:

A. "Subdivision" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and made a part hereof by reference, which includes Hart Lake Hills Subdivision Phase I as recorded in Plat Book 106, Pages 7-9, in the Public Records of Polk County, Florida, and Hart Lake Hills Subdivision Phase II as recorded in Plat Book 113, Pages 35-36, in the Public Records of Polk County, Florida.

B. "Lot" shall mean and refer to any Plat of real property intended for use as a homesite and described or shown as a Lot on the Plat of Hart Lake Hills Phase I, as recorded in Plat Book 106, Pages 7-9, in the Public Records of Polk County, Florida, and Hart Lake Hills Subdivision Phase II as recorded in Plat Book 113, Pages 35-36, in the Public

Records of Polk County, Florida, and any future recorded map or Plat of any additional real property as may hereafter be annexed into the Subdivision and made subject to this Declaration.

C. "Owner" shall mean and refer to each person or entity who is a record Owner of a fee simple interest or fractional undivided fee simple interest in any Lot, including contract sellers, but excluding any person or entity who holds such an interest merely as security for the performance of an obligation. Owner shall also mean and refer to each person who is a record Owner of a life estate in a fee simple interest in any Lot.

D. "Common Area" shall mean and refer to all of the Subdivision less and except therefrom all Lots as defined above. The Common Area shall include all drainage and storm water management systems thereon.

E. "Association" shall mean and refer to Hart Lake Hills Homeowners' Association, Inc., a Florida not for profit corporation, and its successors or assigns.

F. "Maintenance Fee" shall mean all annual and special maintenance fees levied for the purposes stated herein.

## **ARTICLE II USE AND INDIVISIBILITY**

No Lot covered by this Declaration shall be used except for single-family residential purposes. No manufactured or modular homes of any type shall be allowed on any Lot. No Lot shall be reduced in size by any method whatsoever, except as specifically set forth herein, but Lots may be enlarged by consolidation with one or more adjoining Lots or portions thereof, under one ownership, in which event the combined Lots shall be treated as a single Lot for purposes of compliance with the setback requirements of this Declaration, and only for this purpose. However, Lots once combined may not subsequently be separated unless each of the separated Lots will conform to the original Lot size as set forth on the Plat of such Lot and satisfy the setback requirements of this Declaration. The East one-half of Lot 1 of Hart Lake Hills Subdivision Phase I was dedicated to the Homeowners' Association by the developer as a "park area" for the purpose of constructing a boat ramp thereon. The West one-half of Lot 1 was added to Lot 2.

## **ARTICLE III HART LAKE HILLS HOMEOWNERS' ASSOCIATION, INC.**

The purposes for which the Hart Lake Hills Homeowners' Association was incorporated are to control and regulate residential development within the Subdivision, to ensure adequate and proper maintenance of the Subdivision, including the Common Area therein, to foster and promote recreational activity within the Subdivision through the acquisition, whether by fee simple ownership, lease or other possessory use interest, and maintenance of recreational facilities and land as it may deem appropriate for the benefit and use of the Owners and to otherwise engage in such additional lawful activities for the benefit, convenience, enjoyment and use of the Owners as it deems proper.

A. Membership: Each Owner shall automatically become a member of the Association upon the acquisition of an "Ownership" interest in a Lot and upon the recording, in the Public Records of Polk County, Florida, of a deed or other instrument evidencing such Ownership interest. Membership shall continue until such time as the Owner transfers or conveys record of said Ownership interest or said Ownership interest is transferred or conveyed by operation of law, at which time said membership, with respect to the Lot or interest conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from Ownership of the Lot. Only Owners may be members of the Association and a person or entity's membership in the Association shall automatically terminate when such person or entity ceases to be an Owner.

B. Membership Voting: All Owners shall be members of the Association. There shall be one vote per Lot in the affairs of the Association. When more than one person or entity holds an interest as an Owner in any one Lot, all such persons and entities shall be members of the Association, but the single vote for such Lot shall be cast as the majority in interest as such Owners shall determine. In no event shall more than one vote be cast with respect to any one Lot.

C. Board of Directors: The Board of Directors of the Association shall consist of three (3) members. Board members shall be elected in accordance with the Articles of Incorporation and By-Laws of the Association.

D. Officers: Officers of the Association shall be appointed by the Board of Directors of the Association in accordance with the Articles of Incorporation and By-Laws of the Association.

E. Architectural Review Committee: In addition to the appointment of the Officers referred to in Paragraph D above, the Board of Directors of the Association shall also, in accordance with the By-Laws of the Association, appoint an Architectural Review Committee, hereinafter called the "Review Committee" for the purposes hereinafter set forth. The Review Committee shall consist of three (3) members, who are not members, or household members, of the Board of Directors. The Review Committee may designate, in writing, a representative, including a contracted professional such as an architect, engineer or planner, to act for it, which representative need not be a member of the Association and may be a person or entity.

#### **ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE**

A. Purpose of Architectural Review Committee: The Review Committee shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever upon a Lot, including, but not limited to, any enclosure, fence, garage, landscaping, residence, screening, swimming pool, wall, movement or placement of dirt or alteration of existing contour and any and all other structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any additions, alterations and/or modifications thereof, hereinafter called the "Improvement". The Review Committee shall review the plans for any Improvement to provide for the aesthetically pleasing and harmonious development of the Subdivision. The Review Committee shall evaluate the proposed Improvement with emphasis upon exterior color, design and materials, location of the Improvement, topography and conformity to the restrictive covenants imposed hereunder.

B. Review and Approval by Review Committee: No Improvement shall be altered, commenced, erected or modified until all the plans and specifications therefor, and location thereof, shall have been first submitted to and approved in writing by the Review Committee and the contemplated Improvement must be constructed strictly in accordance with such approved plans and specifications. The approval or disapproval of the plans, specifications and location by the Review Committee may be based upon any reasonable grounds, including purely aesthetic reasons that are at the discretion of the Review Committee shall be deemed sufficient.

C. Rules and Regulations. The Association, through its Board of Directors, shall promulgate, from time to time, such rules and regulations as it deems necessary and proper, setting forth guidelines and procedure to be followed by any applicant seeking the Review Committee's approval as required in this article which, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present their proposal. A copy of the rules and regulations promulgated hereunder, and any addition, deletion or revision thereto shall be provided to each Owner.

#### D. Procedure Before the Review Committee.

1. An applicant may, at their discretion, initially request a meeting with a member of the Review Committee to discuss any proposed Improvement, for the purpose of securing information regarding the covenants and restrictions set forth in this Declaration.

2. Prior to the commencement or construction of any Improvement upon a Lot, an applicant must submit to the Review Committee by personal delivery the following:

a. An adequate application form; and

b. Two complete sets of plans and specifications for the proposed Improvement, including location sketches, in sufficient detail so that the Review Committee may be able to adequately make the determinations required of it pursuant to this Declaration (One set of such plans shall be retained in the permanent files of the Review Committee); and

c. Such additional information as the Review Committee may reasonably require, including samples of exterior colors and exterior material selections to be used in the Improvement.

3. No later than thirty (30) days after receipt of the application, plans, specifications and other required information, unless the applicant waives this time requirement in writing, the Review Committee shall respond to the application in writing by approving said application, disapproving said application or requiring additional information. In the latter event, the Review Committee shall respond in writing no later than thirty (30) days after receipt of said requested additional information, unless the applicant waives this time requirement in writing. In the event the Review Committee fails to respond within said thirty (30) day period, or such additional time as may be allowed by the applicant pursuant to a waiver, the plans and specifications shall be deemed approved.

4. In the event of approval of said plans and specifications, the applicant shall provide the Review Committee with written notice of the following:

a. Any and all additions, alterations, changes, deletions and modifications of any type or nature whatsoever in the plans and/or specifications as approved by the Review Committee, which shall be subject to the approval of the Review Committee in the same manner as is required for approval of original plans and/or specifications.

b. Completion of construction and, where applicable the receipt of a Certificate of Occupancy from Polk County Planning and Development. The Improvements shall not be used, or in the instance where a Certificate of Occupancy is applicable, it shall not be occupied until such time as the Review Committee has inspected the premises and approved the same for compliance with the plans and specifications as previously approved by the Review Committee. In the event the Review Committee fails to respond within forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays, after receipt of said notice, said work shall be deemed approved and this requirement shall be deemed waived by the Review Committee.

5. In the event of disapproval of the plans and/or specifications as submitted, no construction or work shall be commenced in furtherance of the proposed Improvement. The applicant in such event may request a formal meeting with the Review Committee to review the plans and specifications as submitted. Said meeting shall take place no later than thirty (30) days after written request for such meeting is received by the Review Committee, unless applicant waives this time requirement in writing. The Review Committee shall make a final written decision no later than thirty (30) days after such meeting and, in the event the Review Committee fails to provide such written decision, said plans and specifications shall be deemed disapproved. Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors, which shall take place no later than thirty (30) days subsequent to the receipt by the said Board of Directors of the written notice of the request for such meeting, unless applicant waives this time requirement in writing. If the Board of Directors fails to grant such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed disapproved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting and, in the event the Board of Directors fails to provide such written decision, such plans and specifications shall be deemed disapproved. The decision of the Board of Directors shall be final and binding upon the applicant, their heirs and assigns.

E. Certificate of Approval Upon Request: Upon the completion of the Improvement and final approval by the Review Committee, the Board of Directors shall, upon request by an applicant, direct the appropriate Officers of the Association to provide the applicant with a certificate in recordable form, certifying the approval of the Review Committee and the Association of the Improvement for which said application was made.

F. Certificate of Failure to Comply: Should the Owner construct an Improvement in a manner inconsistent with the plans and specifications approved by the Review Committee, the Board of Directors may, at its discretion, issue a certificate in recordable form, expressing the disapproval of the Review Committee of the Improvement and setting forth the reason therefor.

G. Notification to Board of Directors: The Review Committee shall promptly notify the Board of Directors of any application made to it pursuant to this article and, in addition, shall notify the Board of Directors of the disposition



of such application. Copies of all written correspondence and decisions affecting any application shall be provided to the Board of Directors.

## **ARTICLE V SETBACK REQUIREMENTS**

No residence or other structure constructed on any Lot shall be located closer than fifteen (15) feet from the roadway right-of-way line or forty-five (45) feet from the center line of the roadway right-of-way line, seven (7) feet from each side Lot line, except on corner Lots, and twenty (20) feet from the rear Lot line. Provided however, that no residence, garage or other structure shall be located on any lakefront Lot nearer than fifty (50) feet to the ordinary high-water line of the lake. The Review Committee reserves the right to impose greater or other setback requirements as may be justified by Lot configuration or site utilization in the course of its review pursuant to the provisions of this Declaration.

## **ARTICLE VI BUILDING DESIGN AND SPECIFICATIONS**

A. Roof: Residences shall have a roof of dimensional asphalt shingle (architectural, luxury or premium shingle with a stated life of 25 years and a weight of not less than 240 pounds per square), tile, wood or other material approved for architectural reasons provided however, that roofs on outdoor patios and pools may be of other materials if permitted by the Review Committee. No three-tab shingles shall be permitted. Roofs shall be of hip or gable design with a minimum pitch of 5/12, unless specifically otherwise approved for architectural reasons. Lower pitches for decks or porches will be considered. Variations of this requirement may be permitted at the discretion of the Review Committee if an Owner desires to architecturally conform the garage to the design of the residence to which the intended construction is appurtenant.

B. Exterior: Residences and garages shall have exterior walls of masonry, real brick, real stone, wood siding or vinyl siding and shall be painted, stained or stuccoed. All colors shall be subject to approval of the Review Committee. No exposed concrete block shall be visible above grade. All exterior brick or stone facings shall be to grade.

C. Garage and Carport: In every event of residential construction, there shall be constructed concurrently therewith an enclosed garage with a capacity for no less than two vehicles. All garage doors shall be either wood or approved steel and shall have electronic openers. No carports of any type shall be allowed.

D. Maximum Height: No residence or other improvement erected on a lakefront Lot in the Subdivision shall exceed one level or story in height on the main level visible from the roadway. No residence or other improvement erected on a non-lakefront Lot in the Subdivision shall exceed two levels or stories in height.

E. Mailboxes: Mailboxes must be of a standard architectural design approved by the Review Committee.

F. Minimum Residence Size: No residence being constructed or reconstructed on any lakefront Lot in the Subdivision may contain a floor living area of less than 2,400 square feet. No residence being constructed or reconstructed on any non-lakefront Lot may contain a floor living area of less than 2,000 square feet, except for preexisting approved residences of less than 2,000 square feet. In the event of two-story construction, the living area of the ground floor shall contain no less than 1,000 square feet. This reference to square footage shall be exclusive of garages, porches, lanais, screen patios or other spaces without air conditioning.

G. Landscaping: No construction of a single-family residence shall be commenced without a landscape plan approved by the Review Committee. Landscape plans shall include the irrigation of all sodded and planted areas. Saint Augustine sod shall be used in all sodded areas however, nothing herein shall conflict with Florida Statutes. Any cleared area shall be fully irrigated and sodded or planted and mulched. Micro and low-volume irrigation is encouraged. Preservation of natural plantings and the use of Florida-Friendly Landscaping is encouraged. Building elevations visible from the roadway shall be complemented by an acceptable planting of shrubbery. Air conditioners shall be screened by approved fences or plantings. Any easement or portion of the right-of-way located between the Lot line and the edge of the pavement of any roadway adjacent to the Lot shall be fully irrigated and sodded.

H. Fences, Hedges and Walls: No fence, hedge or wall, excluding a residence wall or the perimeter fence and walls owned by the Association, shall be constructed to a height of more than six (6) feet above ground level, unless approved in writing by the Review Committee. No fence or wall of any height shall be constructed on any Lot until the design, height, material, type and approximate location thereof has been approved in writing by the Review Committee. Only aluminum or powder coated metal square tubing, powder coated chain-link or PVC fencing shall be allowed. Wood fencing is not allowed. No such fence or wall shall be constructed forward of the front line of the main residence or closer than twenty-five (25) feet to the right-of-way of a roadway when the residence is situated on a corner Lot.

I. Driveways: All residential driveways must be constructed of reinforced concrete or brick and shall extend from the Platted street in front of the residence to the front of the enclosed garage. Decorative driveway painting is not allowed.

J. Basketball Goals: All basketball goals must be set back from any roadway at least ten (10) feet and situated on the off side of the driveway away from the home.

K. Completion of Residence Construction: Any residence for which approval has been obtained from the Review Committee and the construction thereof commenced must be completed no later than eight months from and after date of commencement of initial construction. In the absence of agreement between the Owner and the Review Committee as to the date of commencement of construction, the date of the issuance of the building permit or the date of the filing of the Notice of Commencement, if timely filed, whichever occurs later, shall be deemed the date of commencement of initial construction. If the Owner is unable to complete construction to the extent that the residence will not be eligible for the issuance of a Certificate of Occupancy or its equivalent by Polk County Planning and Development, the Owner must obtain written consent from the Review Committee, upon good cause shown by the Owner, for an extension of time for complying with the requirements of this paragraph. Failing such grant of extension by the Review Committee, the Owner must complete construction within thirty (30) days after written notification by the Review Committee that no further extension will be granted to the Owner or within the initial eight-month construction period, whichever concludes last. Each Lot Owner shall be responsible for supplying temporary sanitation facilities for workers during construction, said facilities to be placed in a discreet place on the Lot so as to screen it from view from the street. Each Lot Owner shall also be responsible for the repair and/or replacement of any roadway, curbs, gutters, water meters or other such items which may be damaged by Owner, their agents or employees during the construction of said Owner's residence. All general contractors must place a dumpster on each construction site until construction is complete. Such dumpster shall be located in a discreet area and shall be maintained in a clean and sanitary condition.

L. Accessory Structures: Accessory structures are limited to single story detached garages and outbuildings. No detached garage or outbuilding can be larger than the primary residence. The exterior color, design and construction of the detached garage or outbuilding shall match the primary residence. Detached garages and outbuildings shall adhere to all easement and setback requirements and require written approval from the Review Committee, Board of Directors and Polk County Planning and Development. No shed, temporary building, tent, utility building or any other accessory structure regardless of design or characteristic shall be constructed, erected or maintained, either temporary or permanently, on any Lot.

## **ARTICLE VII LOT MAINTENANCE**

Each Owner agrees to maintain their Lot in a clean and sanitary condition that is aesthetically pleasing in appearance. Lots, whether improved or vacant, must be edged, mowed and trimmed no less than monthly and there shall be removed therefrom all debris, distressed and dead vegetation, garbage and litter. Natural and Florida-Friendly plantings, such as magnolia, palmetto, pine, rosemary and scrub oak, are encouraged on a Lot if the retention promotes the attractive appearance of the Subdivision. The obligation to edge, mow and trim no less than monthly, being imposed herein upon the Owner, will also include the swale, if any, and all easement areas within the Lot and the right-of-way located between the Lot line and the edge of the pavement of any roadway adjacent to the Lot.

Each Owner of a lakefront Lot shall have the responsibility of sodding that portion of the lake bank located on their Lot and shall otherwise be required to maintain the lakefront in a clean, neat and aesthetically pleasing condition so as to prevent erosion of the lake bank. No lakefront Owner shall use or allow to be used any chemical or herbicide to control or kill weeds or other plants on the bank of the lake as presently constructed. No lakefront Lot Owner shall make any changes in the height, grade or contour of the lake embankment or swale. Also, no lakefront Lot Owner shall construct a dock or boathouse without written approval from the Review Committee, Polk County Planning and Development or, if required, the Southwest Florida Water Management District.

If, an Owner fails to comply with the provisions of this section, the Association shall notify the Owner of the violation. The Owner shall be provided a time period, not to exceed fifteen (15) days, to submit a plan to the Association detailing how compliance will be achieved. If an Owner fails to comply within a reasonable time period, not to exceed three (3) months unless otherwise approved by the Association in writing, the Association, its agents, employees or designated representatives, shall have the right of entry onto said Lot, without fear of prosecution for trespass, for the purpose of correcting the violation. The Association shall be entitled to bill and collect all actual costs incurred to correct the violation. Should the Owner fail to pay said bill when rendered, the amount of same shall become a lien against the Lot, and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

## **ARTICLE VIII COMMON AREA AND ASSOCIATION PROPERTY**

A. Acquisition and Sale of Property: The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members. Said interests may include fee simple or other absolute Ownership interests and leaseholds and such other possessory use interests. Any purchase, sale, transfer or conveyance of real property hereunder must have the approval of the Board of Directors.

B. Maintenance of Common Area: The Association shall maintain the Common Area, including all drainage, detention and retention areas and other portions of the storm water management system, and any landscaping, lighting, roadways, signs, structure or other improvement thereon and any such property as may be acquired by the Association, in good repair and aesthetically pleasing in appearance. All detention and retention areas shall be maintained in a manner consistent with their intended use. The obligation of the Association to maintain any portion of the roadways, storm water management system or other part of the Common Area shall exist only until such portion is dedicated or transferred to, and responsibility for maintenance of such portion is accepted by, any public agency or authority or any public or private utility company. In addition to the powers enumerated herein and any and all other powers granted, the Association shall have the power and responsibility to operate and maintain all common properties, specifically including, but not limited to, the storm water management system as permitted by the Southwest Florida Water Management District, including all lakes, drainage, detention and retention areas, water management areas, culverts, ditches, structures and related appurtenances. The storm water management system shall be owned by the Association as a common property. Additionally, if the Association is dissolved for any reason whatsoever, the property consisting of the storm water management system shall be conveyed to an appropriate agency of local government and, if that is not accepted, then the storm water management system shall be dedicated to a non-profit corporation which shall provide for the perpetual maintenance of the surface water management system.

C. Rules Governing Use of Association Property: The Association, through its Board of Directors, may establish, impose and promulgate, from time to time, rules regulating the use of Association property and the Common Area by the Owners as it may deem to be in the best interest of the Owners. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all Owners.

D. Roadways: All roadways located within the Subdivision shall be privately held and maintained by the Association. The Association, through its Board of Directors, is specifically authorized to enter into a Traffic Control Agreement with the Polk County Sheriff's Office.

## **ARTICLE IX EASEMENTS**

Easements for installation and maintenance of drainage facilities and utilities are hereby established and shall be as shown on the Plat or Plats of any portion of the Subdivision. Within these easements, no planting, material or structure shall be placed that may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage or obstruct or retard the flow of water in the easements. Each Owner shall be responsible for maintaining any easement located on their Lot for the benefit of each and every other Lot in the Subdivision.

## **ARTICLE X MAINTENANCE FEES**

A. Maintenance Fee Imposed: Annual and special maintenance fees payable to the Association are hereby imposed upon each Lot, as set forth below, which each Owner (by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in such deed or instrument of conveyance), is deemed to covenant and agree to pay. No Owner may waive or otherwise escape liability for the payment of any maintenance fee by non-use of all or any part of the Common Area or by abandonment of their Ownership interest in the Lot.

B. Amount of Annual Maintenance Fee: The amount of the maintenance fee shall be established and, from time to time, be increased or decreased, in the sole and absolute discretion of the Board of Directors to reasonably meet the financial obligations of the Association. The maintenance fee shall be collected in advance on a monthly, quarterly or annual basis, as determined by the Board of Directors.

C. Special Maintenance Fee for Capital Improvement: In addition to the annual maintenance fee authorized above, the Association may levy in any maintenance fee a special maintenance fee applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto. Any such maintenance fee must be approved by a majority of the Members at a duly noticed meeting.

D. Notice and Quorum: Written notice of any meeting called for the purpose of taking any action authorized by paragraph C above shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event that proposed action is favored by a majority of the votes cast at such meeting, but less than the majority of the Members, Members who are not present in person or by proxy may give their assent in writing within seven (7) days after the date of such meeting.

E. Uniform Assessment: All maintenance fees imposed by this Declaration, and any increases or decreases thereof, shall be imposed at a uniform rate upon all affected Lots.

F. Creation of Lien: All maintenance fees imposed by this Declaration, together with interest on delinquent maintenance fees as hereafter provided, costs and reasonable legal fees, shall be a charge and continuing lien upon the Lot against which such maintenance fee is levied. Each Owner hereby grants to the Association a lien on the Owner's Lot to secure the payment of all maintenance fees levied against the Lot, together with costs, interest and reasonable legal fees and costs. If any maintenance fee payment is not received by the Association within thirty (30) days after its due date, the Association may record a claim of lien in the public records of Polk County, Florida, in accordance with Florida law. This lien shall be subordinate to any mortgage or mortgages encumbering the Lot and of record at the time of the recording of the notice of lien.

G. Personal Obligation: Any annual and/or special maintenance fee levied against a Lot, together with interest on delinquent maintenance fees as hereafter provided, costs and reasonable legal fees, shall be the personal joint and several obligations of all persons and entities who were the Owners of the Lot at the time when the maintenance fee became due. Any subsequent Owner, whether person or entity, shall be personally obligated to pay any delinquent maintenance fee payment, which became due during the time the person or entity was not an Owner of the Lot, against which the maintenance fee was levied regardless of whether ownership was acquired in a deed transfer or in a foreclosure sale.



H. Purpose of Maintenance Fees: The maintenance fees imposed by this Declaration shall be payable to the Association and shall be used by the Association to carry out its obligations under this Declaration and for any other lawful purpose or activity of the Association, as it shall determine at its sole and absolute discretion.

I. Certificate: The Association shall, upon request and payment of a reasonable fee therefor, furnish a certificate setting forth whether or not all maintenance fees levied on a specified Lot have been paid. A properly executed certificate from the Association as to the status of maintenance fees levied against a Lot shall be binding on the Association as conclusive evidence of the payment of any maintenance fee stated in the certificate to have been paid.

J. Delinquent Maintenance Fees: If any maintenance fee payment is not received by the Association within thirty (30) days after the due date, such maintenance fee payment shall accrue interest retroactive from the due date at the maximum rate authorized by Florida Statutes. The Association may bring an action against the Owner personally obligated to pay the delinquent maintenance fee to recover the amount of such delinquent maintenance fee, together with interest accruing thereon and the costs incurred or to be incurred in collecting the delinquent maintenance fee, including reasonable legal fees. The Association may also foreclose the maintenance fee lien imposed and granted to the Association above upon the Lot against which the maintenance fee was levied. In addition to the accruing interest, there will be a late charge in the amount of \$25 or five percent (5%) of any annual or special assessment, whichever is greater, if not paid within thirty (30) days of the date due. If any maintenance fee payment is not received by the Association within thirty (30) days after its due date, the Association may suspend the rights of the delinquent Owner, and their guests and invitees, to use the Common Areas until such time that all delinquent maintenance fees are paid in full.

## **ARTICLE XI SPECIAL PROVISIONS REGARDING UTILITIES AND EASEMENTS**

A. Underground Utilities: All electric, telephone and other utility lines and connections between the utility service and the residence and other structures, or within any Lot within the Subdivision, shall be located underground. Electric service is provided by Tampa Electric Company, or its successors and assigns, through underground primary service lines running to transformers. Each Lot Owner requiring electric service shall be responsible for completing, at their expense, secondary electric service conductors, conduits, wires and other electric facilities from the point at or near the Owner's Lot line (of the applicable transformer) to the residence structure, all of which shall become the property of the Tampa Electric Company, or its successors or assigns.

B. Easements and Drainage Provisions: The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any cables, conduits, lines, mains, pipes or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements upon the easement areas. If any Owner constructs any improvements on the easement areas shown on the Plat, the Owner of the Lot shall remove the improvement upon written request of the Association. The Association shall construct and maintain any and all drainage pipes or swales required for the property drainage. No branches, fences, hedges, leaves, plantings, walls or other obstructions shall be placed or erected so as to obstruct the flow of such drainage.

C. Lake and Water Rights: Lakefront Lots in the Subdivision are subject to a drainage easement in favor of Polk County, Florida. Each lakefront Lot Owner shall have the responsibility of maintaining that portion of the embankment of the lake upon which their Lot fronts and the surface waters of the lake which lie above their respective Lots.

D. Approval by Southwest Florida Water Management District: No Owner of property within the Subdivision may construct or maintain any residence or structure or undertake or perform any activity in the wetlands, buffer areas or drainage easement described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District.

## **ARTICLE XII LEASING RESTRICTIONS**

A. Leasing Restrictions: No more than five percent (5%) of the Lots of the Subdivision may be leased at any given time to a Third Party. For purposes of this provision, "Third Party" shall be defined as any person who is not an Owner as defined in this Declaration. No Lot or residence shall be leased unless approved in writing by the Board of Directors. Approval shall be based on a first come first serve basis however, if an Owner is experiencing a hardship, the Board of Directors can approve a lease in excess of the five percent (5%) limit. The lessee shall acknowledge in writing they have received, read and understand the Declaration, the By-Laws and the Rules and Regulations of the Association and that the lessee, their family members or invitees shall agree to comply with the Declaration, the By-Laws and the Rules and Regulations of the Association, prior to occupancy. Notwithstanding the above, any lease or sublease or tenancy arrangement in existence on the date this Restated and Amended Declaration of Covenants and Restrictions is recorded may continue until its expiration or the Lot is sold to a Third Party, whichever comes first. Any Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more than five percent (5%) of the Lots of the Subdivision may be leased at any given time to a Third Party.

B. Leasing Term: No Lot shall be leased except under a written lease for a term of not less than twelve (12) months. The purpose of this section is to prohibit short-term rentals. Any lease that attempts to circumvent this prohibition by offering early cancellation, early termination without penalty or any other scheme to violate the intent of this prohibition will be deemed to be a violation of this restriction.

C. Annual Inspection: Each owner shall submit to the Board of Directors on or before January 1 each year documentation affirming the leased Lot or residence is maintained in accordance with Article XIV of the Declaration.

D. Lessee Information: The Owner shall provide and maintain the Association with valid contact information of the lessee, their family members and other persons who reside at the Lot or residence.

## **ARTICLE XIII MISCELLANEOUS RESTRICTIONS**

A. Home-based occupations are not allowed on any Lot unless permitted by Polk County Code of Ordinances and approved in writing by the Board of Directors. Home-based occupations shall cease when the use constitutes a hazard or nuisance to the Subdivision.

B. Activities that are a nuisance or disturb the peace and quiet of the Subdivision are not allowed on any Lot.

C. Construction and lawn maintenance activities are not allowed on any Lot before 7 a.m. or after 9 p.m.

D. Automobile graveyards or junkyards are not allowed on any Lot. Motor vehicle repair is not allowed on any Lot except an Owner may perform maintenance, repair or service on a personal vehicle within the garage.

E. Boats, campers, recreational vehicles, trailers or watercraft must be completely housed within the garage unless their visibility from other Lots and the roadway can be minimized. Boats, campers, recreational vehicles, trailers or watercraft not housed within the garage shall be approved in writing by the Board of Directors and stored rear of the residence, covered and screened by approved fences, hedges or walls. Visitors for periods of less than seven (7) days are excluded from this prohibition provided the camper, recreational vehicle, trailer or watercraft is parked in the driveway.

F. Clotheslines and outdoor clothes drying is not allowed except for areas rear of the residence screened by approved fences, hedges or walls. Permanent clotheslines are not allowed. Owners shall minimize the visibility of clothes and clotheslines from other Lots and the roadway.

G. Debris, garbage and litter shall not be dumped or allowed to remain on any Lot unless properly contained in a waste receptacle approved by Polk County Waste and Recycling. Except on the day scheduled for curbside

collection, waste receptacles shall not be visible from the roadway. Owners shall contact Polk County Waste and Recycling and coordinate the removal of bulk items or non-conforming yard waste no later than the first business day after the items or waste are placed curbside.

H. No signs of any kind are allowed to be displayed on any Lot except a plaque not exceeding two (2) square feet identifying the address and Owner and a sign not exceeding four (4) square feet advertising a Lot for sale. Any plaque or sign will be professionally prepared and may only be located on the Lot to which the sign refers.

I. Vehicles with commercial decals, graphics or signs must be completely housed within the garage. This prohibition shall not include an authorized emergency vehicle with jurisdictional markings.

J. Animal husbandry is not allowed on any Lot. Household pets are excluded from this restriction.

K. Household pets are not allowed to run unattended or without a leash within the Subdivision. Owners are responsible to collect and properly dispose of pet waste deposited within the Subdivision. Owners shall not permit or maintain a pet on any portion of a Lot that creates an offensive noise, odor or waste. Aggressive, dangerous or nuisance pets are not allowed within the Subdivision.

L. Only in-ground swimming pools may be constructed on any Lot. All pools shall be approved in writing by the Review Committee and situated rear of the residence. No portion of any such pool or its appurtenances, including any barrier, enclosure, fence or wall, shall be closer to the rear or side Lot lines than the minimum distances respectively permitted by law, and as otherwise set forth in this Declaration. All pool heaters and pumps shall be adequately and ornamentally screened so as not to be visible from any roadway. Water released from any pool or spa must be properly discharged.

M. Roof mounted solar heaters are not allowed on any portion of the roof facing the roadway unless approved in writing by the Review Committee. Nothing in this section shall prohibit the installation of solar collectors or other energy devices.

N. Radio and television antennas or any other exterior electronic devices are not allowed on any Lot except satellite dish receivers not exceeding fourteen inches in diameter may be attached to the rear of the residence.

O. All cable, electric, sewer, telephone, water and other utility lines and connections between the service provider and residence shall be concealed and located underground so as not to be visible. All residences and accessory structures shall connect to electric, sewer and water utilities within thirty (30) days after the Owner thereof is informed of the availability of such utility.

P. Window unit air conditioners are not allowed on any residence or structure. Central air conditioning units are not allowed forward of any residence or on a side that faces a roadway unless previously approved in writing by the Review Committee. Central air conditioning units may be installed rear of the residence, provided the placement does not violate the setback requirements set forth in this Declaration. Each central air conditioning unit must be adequately and ornamentally screened so as not to be visible from any roadway.

Q. Above ground tanks, cylinders, or containers for the storage of gas or other similar fuels are not allowed. Nothing in this section shall prohibit the installation of demand or tankless-type water heaters.

R. Drilled wells are not allowed except for unconfined or shallow wells used solely for the irrigation of sodded or planted and mulched areas. Owners operating a well shall adhere to water restrictions imposed by the Polk County Board of County Commissioners and/or the Southwest Florida Water Management District.

S. No structural addition, alteration or improvement shall commence upon a Lot without written approval of the Review Committee in accordance with Article IV of the Declaration. Nothing in this section shall prohibit common and ordinary maintenance.

#### **ARTICLE XIV MINIMUM MAINTENANCE STANDARDS**

A. All exterior surfaces, including but not limited to, doors, door and window frames, porches, shutters, trim and walls shall be maintained in good condition. Exterior wood surfaces shall be protected from deterioration by painting or other protective treatment. Chipped, cracked, damaged, faded and peeling surfaces shall be eliminated and repainted. All exterior surfaces shall be maintained weather resistant and watertight. All exterior metal surfaces subject to corrosion and rust shall be coated to inhibit such corrosion and rust. All surfaces with corrosion or rust shall be eliminated and coated to inhibit future rust and corrosion. Oxidization and rust stains shall be eliminated from exterior surfaces.

B. Residences shall have approved address numbers placed in a position to be plainly legible and visible from the roadway fronting the property.

C. Foundation walls shall be maintained plumb and free of holes or open cracks.

D. Exterior walls shall be free from cracks, holes or rotting materials and protected from deterioration by painting or other protective treatment.

E. The roof and flashing shall be structurally sound and not have defects that admit rain. Roof drainage shall be adequate to prevent deterioration in the walls or interior portion of the residence. Roof drains, downspouts and gutters shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a nuisance.

F. All chimneys shall be structurally sound and in good condition. All exposed surfaces shall be protected from deterioration by painting or other protective treatment.

G. Exterior handrails and railing shall be structurally sound and maintained in good condition.

H. Exterior door and window frames shall be weather resistant and watertight.

I. Windows, other than a fixed window, shall be screened and capable of opening. The use of paper, metal foil and tape as insulation is not allowed.

J. Screening materials located on enclosures, porches and windows shall be maintained free from open rips, tears or other defects.

K. Exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to residence units shall tightly secure the door.

L. Exterior electrical receptacles, lighting and wiring shall be properly installed and maintained in good condition.

M. Lots shall be kept free from insect and rodent infestation. Insect and rodent infestations shall be promptly exterminated by an approved method that will not be injurious to human health. After extermination, preventative measures shall be implemented to prevent additional infestations.

N. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

O. All fences shall be maintained structurally sound and free of algae, mildew or mold.

P. Lots shall be maintained in a clean, safe and sanitary condition. The accumulation of debris and garbage is not allowed.

Q. Abandoned, inoperative or unlicensed motor vehicles or vessels shall not be stored on any part of the Lot unless completely housed within a closed garage.

R. Driveways, stairs and walkways shall be kept in good repair and maintained free from hazardous conditions.



S. Lawns shall be maintained reasonably free of disease, pests and weeds. Lawns shall be aesthetically pleasing and edged, mowed and trimmed as required. Landscaping, including but not limited to flowers, gardens, plants and shrubbery, shall be aesthetically pleasing and pruned or trimmed.

T. Trees shall be maintained free of disease and pests. Trees shall not conflict with or obstruct the roadway, street lighting or traffic control devices. Trees shall be aesthetically pleasing and pruned or trimmed. Stumps resulting from the removal of dead trees will be ground to or below grade level as to prevent a hazardous condition.

#### **ARTICLE XV PARKING AND VEHICLES**

A. Vehicles and vessels, including but not limited to any all-terrain vehicle, boat, camper, commercial vehicle, golf cart, lawn tractor, moped, motor vehicle, motorcycle, motorized scooter, recreational vehicle, trailer, truck or watercraft, may not be parked or kept on any part of a Lot, except that motor vehicles may be parked in the driveway. Boats, campers, recreational vehicles, trailers or watercraft must be completely housed within the garage unless their visibility from other Lots and the roadway can be minimized. Boats, campers, recreational vehicles, trailers or watercraft not housed within the garage shall be approved in writing by the Board of Directors and stored rear of the residence, covered and screened by approved fences, hedges or walls. Visitors for periods of less than seven (7) days are excluded from this prohibition.

B. Vehicles and vessels, including but not limited to any all-terrain vehicle, boat, camper, commercial vehicle, golf cart, lawn tractor, moped, motor vehicle, motorcycle, motorized scooter, recreational vehicle, trailer, truck or watercraft, may not be parked on the roadway overnight. Visitors for periods of less than seven (7) days are excluded from this prohibition.

C. Vehicles and vessels, including but not limited to any all-terrain vehicle, boat, camper, commercial vehicle, golf cart, lawn tractor, moped, motor vehicle, motorcycle, motorized scooter, recreational vehicle, trailer, truck or watercraft, may not obstruct the free, convenient, and normal use of a roadway by impeding, hindering, stifling, retarding, or endangering the safe movements of traffic or pedestrians therein. The Association, without liability for the costs of removal, may order the towing or removal of any vehicle or vessel in violation of this section.

D. Vehicles and vessels, including but not limited to any all-terrain vehicle, boat, camper, commercial vehicle, golf cart, lawn tractor, moped, motor vehicle, motorcycle, motorized scooter, recreational vehicle, trailer, truck or watercraft, may not be parked on the roadway opposite the direction of authorized traffic movement, within thirty (30) feet of a mailbox between the hours of 8:00 a.m. and 6:00 p.m. or within thirty (30) feet of a fire hydrant.

E. Commercial vehicles may not be parked overnight or left unattended during the day within the Subdivision. This prohibition shall not include those commercial vehicles collecting or delivering persons, cargo, or freight in the normal course of business, any authorized commercial vehicle collecting garbage and refuse or any authorized emergency vehicle when operated in an official capacity.

F. Vehicles and vessels, including but not limited to any all-terrain vehicle, boat, camper, commercial vehicle, golf cart, lawn tractor, moped, motor vehicle, motorcycle, motorized scooter, recreational vehicle, trailer, truck or watercraft, may not be parked in any Common Area, except that vehicles and vessels may be parked at the boat ramp between the hours of 7 a.m. and 9 p.m. The Association, without liability for the costs of removal, may order the towing or removal of any vehicle or vessel in violation of this section.

#### **ARTICLE XVI GENERAL PROVISIONS**

A. Duration: The covenants, restrictions, easements, reservations, liens, charges and conditions set forth in this Declaration, as they may be amended from time to time, shall run with the Subdivision, and all Lots contained therein, shall be binding on all persons and entities having or acquiring any right, title and interest in the Subdivision or any part thereof, and their successors, heirs and assigns, and shall inure to the benefit and limitation of all present and future Owners, tenants and residents of the Subdivision, for a term of twenty (20) years from the date this Declaration is recorded in the public records of Polk County, Florida. After this twenty (20) year period, these

covenants, restrictions, easements, reservations, liens, charges and conditions shall automatically be extended for successive periods of twenty (20) years, unless the then Owners of at least a majority of the total Lots then within the Subdivision agree to change or terminate, in whole or in part, the terms and provisions of this Declaration at an annual or specially called meeting of the Association.

**B. Amendment:** The covenants, restrictions, easements, reservations, liens, charges and conditions set forth in this Declaration may be amended, added to, partially or entirely deleted, or terminated at any time and from time to time by the then Owners of at least a majority of the total Lots then within the Subdivision, and any amendment of this Declaration which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District.

**C. Violations and Remedy by Association:** The Association is hereby empowered to enforce this Declaration, the By-Laws and the Rules and Regulations of the Association. Each Owner shall comply with all of the terms of this Declaration, the Articles, the By-Laws and the Rules and Regulations, as they may be amended from time to time. In the event an Owner fails to comply therewith (other than the non-payment of any assessment, which is governed by Article X of this Declaration), the Association shall give the Owner a time period, not to exceed fifteen (15) days, to submit a plan to the Association detailing how compliance will be achieved. If an Owner fails to comply within a reasonable time period, not to exceed three (3) months unless otherwise approved by the Association in writing, or if such failure is not corrected or in the event of a subsequent similar failure by the Owner, then without further notice the Association shall have the following rights, in addition to all other rights otherwise granted to or available to the Association:

1. **Right of Access.** The Association may correct and cure any violation of any term or provision of this Declaration by an Owner not corrected and cured within thirty (30) days after written notice of the violation is given to the Owner and the Association is hereby granted the right to enter upon the Owner's Lot and to do all things necessary to correct and cure the violation. The Association's expenses to correct and cure the violation shall be chargeable to the Owner as a Special Assessment and shall be payable forthwith and upon demand. The Association shall be entitled to recover such expenses, together with interest at the highest legal rate from the date said expenses are incurred, from said Owner, together with costs of collection and reasonable legal fees; which expenses, interest, collection costs and attorneys' fees shall be secured by a lien upon the Owner's Lot. This lien may be perfected by the recording of a claim of lien in the public records of Polk County, Florida, and may be foreclosed in the same manner as a mortgage, at the option of the holder thereof. However, any such lien shall be and is hereby declared to be subordinate to any mortgage or mortgages encumbering the Lot against which the lien is asserted and of record at the time the claim of lien is recorded.

2. **Fine.** The Association may levy reasonable fines against a Lot for the failure of the Owner, or its occupant, licensee, invitee or lessee to comply with any provision of the Declaration, the Articles, By-Laws or reasonable rules of the Association. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Owner and, if applicable, its licensee, invitee or lessee, in compliance with Florida Statute, Section 720.305(2). A lessee may be fined for violations of this Declaration, the Articles, By-Laws or reasonable rules of the Association and may held jointly and severally liable with the Owner for any imposed fine.

3. **Legal Recourse.** The Association may commence an action to enforce performance on the part of the Owner, and to require the Owner to correct such failure, for damages, injunctive relief, and/or for such relief as may be necessary under the circumstances if permitted by law. In any legal proceeding arising out of an alleged failure of an Owner, or lessee, to comply with the terms of this Declaration, the Articles, the By-Laws, and/or the reasonable rules of the Association, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees and costs, including all trial and appellate proceedings.

**D. Enforcement:** Enforcement of the terms and provisions of this Declaration, as they now exist or may hereafter be amended, shall be by any action or proceeding at law or in equity brought by the Association or any Owner against

the person or entity violating, attempting to violate, or failing to perform, any of the terms and provisions of this Declaration, either to restrain or prevent the violation, to compel performance or compliance, or to recover damages. The prevailing party in any such action or proceeding shall be entitled to recover from the losing party a sum equal to the prevailing party's reasonable attorneys' fees and costs, including all trial and appellate proceedings.

E. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed properly given when deposited in the U.S. regular mail, postage prepaid, and addressed to the Owner at the Owner's last known address shown on the Association's books or records or to the Owner at the Owner's address as shown on the Polk County tax roll.

F. Waiver: Where a violation of this Declaration exists and is of such a nature so that, in the opinion of the Board of Directors of the Association, the existence of such violation shall not result in an economic hardship to, adversely affect the property values of, or substantially interfere with the property rights of other Owners in the Subdivision, the Association shall have the right at any time to waive such violation and release the Owner and such Lot or portion thereof from the obligation to cure such violation. The failure of the Association to enforce any term or provision of this Declaration shall not constitute as waiver of the right to do so thereafter.

G. Severability: Invalidation of any term or provision of this Declaration by judgment, court order or otherwise shall in no way affect any of the other terms and provisions, which shall remain in full force and effect.

H. Gender/Plurality: Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter, and vice versa.

I. Governing Law: This Declaration shall be construed in accordance with, and governed by, the laws of the State of Florida.

**The Board of Directors hereby certifies the accuracy of the recitals herein and executes this amended and restated Declaration of Covenants and Restrictions on May 1, 2020.**

**IN WITNESS WHEREOF**, the undersigned has caused this Restated and Amended Declaration of Covenants and Restrictions for Hart Lake Hills to be executed on the date set forth below.

Signed in the presence of:

Hart Lake Hills Homeowners Association, Inc.

Melissa E Schroth

Witness

Print Name: Melissa E Schroth

John D. Tyler

By: John D. Tyler, as President

JEANNINE HUAT

Witness

Print Name: JEANNINE HUAT

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 20 20 by John Tyler, as President of Hart Lake Hills Homeowners' Association, Inc., who ☒ is personally known to me or ☐ who has produced Florida Driver's License, or ☐ who has produced a Driver's License, or ☐ who has produced as identification, by means of ☐ physical presence or ☐ online notarization.

(Notary seal)



Megan A. Gillis  
Notary Public in and for State of Florida  
Printed name: Megan A. Gillis