

Prepared By and Return to
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JB
2700

**Fourth Amendment
to
Declaration of Covenants and Restrictions
for
HIGHLAND LAKES RESERVE
(as to Lot 1 only)**

AUG THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR HIGHLAND LAKES RESERVE ("Amendment") is made this 1 day of
~~July~~, 2014, by **FL Land Partners, LLC** ("Declarant"), a Delaware limited liability company,
whose address is 665 Simonds Road, Williamstown, MA 01267.

RECITALS:

- A. Declarant executed and recorded that certain Declaration of Covenants and Restrictions for Highland Lakes Reserve recorded on December 6, 2006, in Official Records Book 2029, Page 208, of the Public Records of Highlands County, Florida (hereinafter referred to as the "Declaration").
- B. On or about September 26, 2008, Lots 1-10 of Highland Lakes Reserve were combined into a single Lot 1 by replat recorded in Plat Book 17 at Page 7, Public Records of Highlands County, Florida (hereinafter referred to as the "Replat").
- C. On or about December 14, 2009, Declarant executed and recorded an amendment to the Declaration in Official Records Book 2219, Page 357, of the Public Records of Highlands County, Florida (hereinafter referred to as the "First Amendment").
- D. On or about February 4, 2014, Declarant executed and recorded an amendment to the Declaration in Official Records Book 2415, Page 115, of the Public Records of Highlands County, Florida (hereinafter referred to as the "Second Amendment").
- E. On or about February 19, 2014, Declarant executed and recorded an amendment to the Declaration in Official Records Book 2417, Page 1069, of the Public Records of Highlands County, Florida (hereinafter referred to as the "Third Amendment").
- F. Declarant desires to further amend the Declaration as set forth herein to recognize the unique nature, size, location, and configuration of Lot 1 of the Replat of Highland Lakes

Reserve. As such, this Fourth Amendment is intended to apply only to said Lot 1 as currently configured or as may be subdivided in the future.

- G. The Declaration provides at Article XVII, two-thirds of the votes in the Association may change or amend any provision by executing a written instrument in recordable form setting forth such amendment.
- H. The Declaration provides at Article III, Section 3.3B. that the Declarant as the sole Class "B" member shall be entitled to seven votes for each Parcel owned. Based upon this, Declarant holds, and signifies by execution of this Amendment, consent to and vote in approval of the Amendment to the Declaration herein described.

DECLARATIONS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Recitals; Definitions. The recitals stated above are incorporated herein by this reference. Capitalized terms used in this Amendment shall have the same meanings as set forth in the Declaration.
2. That Article X, Section 10.17 shall be amended to read:

Animals. No animals other than dogs, cats, and other household pets shall be raised, bred, or kept on any Parcel, (except Lot 1 - see below). No commercial activity shall be permitted in respect to any animals, except as approved by Declarant or the Association, and as permitted by City ordinances. No pet shall be permitted to roam outside of its Parcel except on a leash. No more than three (3) dogs, three (3) cats, and three (3) of any ordinary small household pets will be permitted on a parcel except for nursing offspring. Members are required to clean up any mess created by their pet(s) within the Property. The Association may require any pet to be immediately and permanently removed from the Property for any violation of this Section. Each Member who shall keep a pet or pets on a parcel hereby indemnifies and holds harmless the Declarant and the Association of and in respect to any loss or liability occasioned relative to such pet or pets. Provided however, due to its unique nature, size, location, and configuration, Lot 1 shall be permitted up to one horse per 10 acres.

3. That Article X, Section 10.21 shall be amended to read:

Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals, ditches or other ground or surface waters within the Property shall be installed, constructed or operated by an Owner within the Property except in accordance with the terms, conditions and regulations of this Declaration and the Environmental Resource Permit, as amended from time to

time, and provided that the Owner obtains the appropriate permit from the district. Provided however, due to its unique nature, size, location, and configuration, any future residences within Lot 1 shall be allowed to be serviced by wells and septic systems as permitted by the applicable Ordinances of the City of Sebring, Florida.

4. That all other provisions of the Declaration not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed as of the day and year first above written.

Signed, sealed and delivered in our presence:

FL LAND PARTNERS, LLC, a Delaware limited liability company

BY: NATIONAL LAND PARTNERS, LLC a Delaware limited liability company, Manager
BY: AMERICAN LAND PARTNERS, INC. a Delaware Corporation, Manager

[Signature]
1st Witness-Signature

Donna Halligan
1st Witness-Print Name

[Signature]
2nd Witness-Signature

Bonnie L Sietzinger
2nd Witness-Print Name

BY: [Signature]
Gino Taliento, Authorized Agent

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 7 day of ^{AUG} ~~July~~, 2014 by Gino Taliento, Authorized Agent for American Land Partners, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: Malissa L Bevan

My Commission Expires: 3-29-15

