

This instrument was prepared by,
or under the supervision of
(and after recording return to):

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CERTIFICATE OF AMENDMENT
TO THE COMMUNITY DECLARATION FOR THE
HIGHLAND MEADOWS AT AYERSWORTH
HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT is made this 13 day of February, 2020 by the HIGHLAND MEADOWS AT AYERSWORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation (the "Association").

The Association has placed on record the Community Declaration for the Highland Meadows at Ayersworth Homeowners Association, Inc. ("Declaration"), recorded on February 24, 2014, in the Official Records Book 22428, Page 840, in the Public Records of Hillsborough, Florida, and the Association, which are hereby amended by the recording of this Amendment to the Declaration.

RECITALS

WHEREAS, pursuant to Article IV, Section 4, of the Declaration, the Association is permitted to amend the Declaration upon a vote of the Membership; and

WHEREAS, at a meeting on the 10th day of October 2019, duly called for the purpose of voting on the proposed amendments to the Declaration the Board affirms the amendments were adopted by the necessary number of votes described under Article IV, Section 4, of the Declaration; and

WHEREAS, Association desires to amend the Declaration, and intends to record these amendments to evidence such amendments on terms set forth herein.

NOW, THEREFORE, the Association amends its Declaration as follows:

(Deleted language marked with a ~~strike through line~~, new language marked with double-underline.)

I. Amendment to 12.4.1 of the Declaration is hereby as follows:

12.4.1 Parking. The intent and purpose of this provision is to: (a) ensure all roads can be navigated without vehicles parked on the roadways, (b) at all times pedestrians are able to walk on the sidewalks of the community without having to leave the sidewalk, and (c) vehicles are only found in driveways and garages. For the aforementioned reasons, Owners', tenants, and/or guests' automobiles shall only be parked in the garage or driveway of the respective Owners' Lot, and no vehicle shall be permitted to park on any street or roadway, and/or shall not block the sidewalk at any time. Specific exceptions to the road or street parking restriction are only as follows: (i) upon receiving written approval from the Board for a written request from a resident that was given seventy-two (72) hours' in advance, for guests to temporarily park on the street for a set time for an event of some kind (i.e.: birthday, celebration, etc.); or (ii) on holidays the Board shall deem at

its discretion as approved for general street parking (i.e.: Thanksgiving, Fourth of July, etc.). Additionally, municipal vehicles are exempt from the street parking restrictions

Additionally, it is also prohibited for any vehicle to be parked on grass or any other non-paved surface. Furthermore, vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, driveways, mailboxes, sidewalks or pedestrian or bicycle paths. To the extent HIGHLAND MEADOWS has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in HIGHLAND MEADOWS except during the period of a delivery, and they may be parked in the street temporarily for delivery if necessary due to a size of the vehicle.

12.4.2 Repairs and Maintenance of Vehicles. Inoperable vehicles (e.g. missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g. broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view. No vehicle which cannot operate on its own power shall remain on HIGHLAND MEADOWS for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within HIGHLAND MEADOWS, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within HIGHLAND MEADOWS except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within HIGHLAND MEADOWS. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No ATV or mini motorcycle may be parked or stored within HIGHLAND MEADOWS, including on any Lot, except in the garage of a Home. No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.

12.4.4 Enforcement; Fines, Individual Assessments, and Towing. By virtue of membership in the Association, all vehicles of a member, member's tenant or occupant, or any vehicles of a member's guest, may cause the member to be subject to an individual assessment, and in addition they may be fined, booted, or towed for a violation of the Association's parking and/or vehicle policy, including but not limited to not being completely parked on a driveway, violating any Association rule or regulation regarding parking, or being parked on any street or other paved surface within the community other than a driveway or designated parking lot. The member must indemnify the

Association for any damages regarding towing of a member's vehicles or a vehicle belong to a member's tenant, occupant, or guest. Also, by virtue of membership in the Association no notice is required to tow, no county notices or signs in order to initially tow need to be posted; however, the Board may determine to have a forty-eight (48) hour notice if deemed necessary. These remedies are not exclusive, and the Board may use any other remedy available to them under the governing documents or at law. At the Board's discretion, repeat offenders may be subject to escalated enforcement measures when applicable.

~~Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.~~

12.4.5 Vehicle Registry. The Association may establish a vehicle registry for the community that shall require all members, residents, or occupants of the community who own vehicles to register their vehicle with the Association. The Board shall have the authority to administer this registry at its discretion. This registry will allow the Association to track what vehicles belong to residents within the community, and to be used as a tool to help protect the health, safety, and welfare of the community. Additionally, the Association is permitted to create a guest registry system, if feasible, administered by the Board.

II. Amendment to add 17.2.5.1 to 17.2.5 of the Declaration is hereby is as follows:

17.2.5.1 Individual Assessments. In addition to other costs described under 17.2.5, Individual Assessments shall also include fees and expenses incurred for abatements, document levied non-compliance schedules, mortgage foreclosure actions, bankruptcy fees, violations, enforcement and related costs, courtesy letters and related costs, late letters and related costs, attorney fees and costs, other reasonable fees and charges as determined by the Board, or charges incurred by the Association that often result from an Owner's actions. The Board may also create an Individual Assessment schedule for non-compliance.

III. Except as specifically modified herein the Declaration shall remain in full force and effect without modification.

IN WITNESS WHEREOF, Association has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expresses this 13 day of February 2019, at Hillsborough County, Florida.
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Highland Meadows at Ayersworth Homeowners Association, Inc.

By: Kangelia J. Baxter
President

Print Name: Kangelia J. Baxter

[Signature]
Witness Signature

Print Name: Vanessa Josey

[Signature]
Witness Signature

Print Name: Kymme S. Merrick

STATE OF FLORIDA
COUNTY OF Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of February, 2019, by Kangelia Baxter, as President of the Association, who is personally known to me or has produced _____ as identification.



(Notary Seal)

[Signature]
Notary Public

Craig P. Margelowsky
Print Name

My Commission Expires: 9/26/2021