

This Instrument was prepared by  
& should be returned to:  
Joshua Gerstin, Esq.  
40 S.E. 5<sup>th</sup> St., Suite 610  
Boca Raton, FL 33432

**Certificate of Amendment to Declaration of Covenants, Conditions  
and Restrictions of Highland Meadows Estates West Association, Inc.**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates Association, Inc. was duly recorded in Official Records Book 6835, at Page 738 of the Public Records of Broward County, Florida (respectively "Declaration" and "Association");

**WHEREAS**, at a duly called and noticed meeting of the membership of the Association on March 16, 2020, and in accordance with the provisions of its Declaration, other Governing Documents and the applicable Florida law, the Association's membership voted to replace the Declaration in its entirety with the Restated and Amended Declaration of Covenants, Conditions And Restrictions of Highland Meadows Estates West Association, Inc. attached hereto as Exhibit "A" ("Amended and Restated Declaration").

**NOW, THEREFORE**, the undersigned hereby certifies the Amended and Restated Declaration attached hereto as Exhibit "A" is a true and correct copy of the Amended and Restated Declaration passed by the membership of the Association pursuant to its Declaration, other Governing Documents and the applicable Florida law.

IN WITNESS WHEREOF, my signature affixed below on this 16<sup>th</sup> day of March 2020

Witness #1:  
[Signature]  
Print name: GEORGES HUPE

Highland Meadows Estates West Association, Inc.  
By: [Signature]  
Print name: JEAN-LUC LEMIEUX

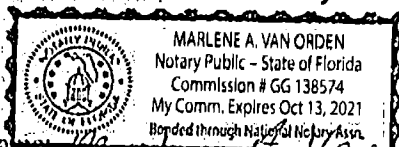
Witness #2:  
[Signature]  
Print name: ALBERT V. RUGGIERO

Title: President

State of Florida  
County of BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of March, 2020 by JEAN-LUC and GEORGES HUPE, who  are personally known or  have produced N.A. LEMIEUX as identification. 2

[Notary Seal]  
Notary Public



Printed Name: Marlene A. Van Orden

My Commission Expires: 10/13/2021  
Marlene A. Van Orden

AND  
ALBERT V. RUGGIERO

**HIGHLAND MEADOWS ESTATES**  
**ASSOCIATION WEST, INC.**

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HIGHLAND MEADOWS ESTATES WEST, INC.**

**AMENDED & RESTATED MARCH 16, 2020**

**AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
OF HIGHLAND MEADOWS ESTATES WEST, INC.**

THIS AMEDED AND RESTATED DECLARATION is made on the date hereinafter set forth by HIGHLAND MEADOWS ESTATES WEST, a Florida corporation, hereinafter referred to as "Declarant".

***W I T N E S S E T H:***

WHEREAS, Declarant is the owner of certain real property in Broward County, Florida, which is more particularly and legally described as HIGHLAND MEADOWS ESTATES WEST, a subdivision according to the Plat thereof recorded in Plat Book 91 page 20 of the Public Records of Broward County, Florida: and

WHEREAS, Declarant proposes to develop a residential mobile home community to be known as HIGHLAND MEADOWS ESTATES WEST containing residential lots with service facilities for the benefit of said community and optional recreation facilities; and

WHEREAS, Declarant has incorporated HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC., hereinafter referred to as "Association", a non-profit corporation under the Laws of the State of Florida, for the purpose of delegating and assigning to that corporation the powers of (i) owning, maintaining and administering the community property and facilities referred to as the "Common Areas" and providing "Common Services", (ii) administering and enforcing the covenants and restrictions contained herein and (iii) collecting and disbursing the assessments and charges hereinafter created, and (iv) for such other purposes as are or may be set forth in the Corporation's Articles of Incorporation and By-Laws.

NOW, THEREFORE, Declarant hereby declares that all of the Lots as herein defined (but excluding the Common Areas and Parcel "R") of HIGHLAND MEADOWS ESTATES WEST, a subdivision according to the Plat thereof above, set forth, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with such Lots and shall be binding on all parties having any right, title or interest in such Lots, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof as more fully set forth herein.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, Inc., a Florida non-profit corporation, its successors and assigns. The Association is a homeowners' association formed pursuant to Chapter 723, Florida Statutes and is governed by Chapter 720 of the Florida Statutes, as amended from time to time.

Section 2. "Owner" or "Member" shall mean and refer to the record title holder (including contract purchasers or buyers entitled to possession of a Lot), whether one or more persons or entities, of a fee simple title to any Lot as herein defined, but excluding those having such interest merely as security for a debt.

Section 3: ``Common Areas`` shall mean all real property and personal property owned by the Association for the common use and enjoyment of or to supply services to all of the Owners; where the context so permits or requires, the phrase Common Areas shall include all streets, easements, fixtures, machinery, supplies, pipes and equipment of every nature (real, personal or mixed) constructed, installed, used, or supplied on, in or to the Common Areas or to provide Common Services. The real property of the Common Areas to be owned by the Association, being the private roads located inside of the subdivision, is described as follows:

All of the areas marked ``Street``, ``Court``, ``Terrace`` and ``Avenue`` located within the limits of the plat of HIGHLAND MEADOWS ESTATES WEST, a subdivision according to the Plat thereof as recorded in Plat Book ~~91~~ Page ~~20~~, of the Public Records of Broward County, Florida.

Section 4: ``Common Services`` shall mean such services as are provided by the Association to each Member or Owner, the cost of which are included in the annual assessment such as, but not limited to, street lighting and maintenance, garbage and trash collection, lawn mowing and edging, irrigation, fertilization or pest control, security service, and other uniform benefits to all of the Members and lot owners. The Association shall not be required to provide any specific common services but shall provide such as are economically feasible and warranted.

Section 5: ``Lot`` shall mean and refer to any plot of land shown upon said plat of HIGHLAND MEADOWS ESTATES WEST subdivision as a numbered lot and shall include the home and any improvements constructed thereon.

Section 6: Declarant shall mean and refer to HIGHLAND MEADOWS ESTATES WEST, a Florida corporation.

Section 7: ``Tenant`` shall mean and refer to those persons entitled to present possession of a Lot but who may not be the record Owner.

Section 8: ``Public Utility`` shall mean and refer to the potable water, fire, sewer, electric and telephone lines, hydrants, meters and facilities for the servicing of the lots and common areas which are owned, provided and maintained by Broward County, Florida Power & Light Co. and AT&T and their successors or assigns; not included are such systems as the (non-potable) lawn irrigation and central T.V. and/or internet services, as may be provided, maintained and owned by the Association.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Use. Every Owner shall have a right and easement of use and benefit of the Common Areas and Common Services which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish, amend and enforce Rules and Regulations concerning the use of the Common Areas and Common Services;

(b) The right of the Association to levy assessments;

(c) The right of the Association, acting through the Board of Directors, to suspend the voting rights and right to use or benefit of any or all of the Common Areas or Common Services by a Member for any period during which any

charge or assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for each infraction of its Rules and Regulations or of these covenants, conditions and restrictions.

(d) The right of the Association to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the same;

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) of Lot Owners; no such dedication or transfer shall be effective unless an instrument indicating approval thereof by two-thirds (2/3) of the Owners is recorded in connection with such dedication or transfer.

Section 2. Delegation of Use. Any Owner may delegate his right of use and benefit to the Common Areas and Common Services to the persons in his family or his Tenants living on a Lot.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is an Owner as herein defined of any Lot in the aforesaid residential community shall automatically be a member of the Association and are herein referred to as Owner, Member or Owner-Member. A membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot and shall terminate upon transfer of the title of a Lot.

Section 2. Voting. The Association shall have one class of voting membership , and there shall be one vote with respect to each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any Lot.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.  
Each Owner of a Lot, by acceptance of title therefore, whether or not it shall be so expressed, is deemed to covenant and agree, to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.. The annual and special assessments, together with any interest, costs and reasonable attorney's fees incurred in respect of the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorneys' fees, if any, shall also be the joint and several personal obligations of the person or entity who was or were the Owner or Owners of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the delinquent Owner's or Owners' successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the promotion of the general health, safety and welfare of the Owners and Members, for the providing to all Owners and Members of Common Services and for the improvement and maintenance of the Common Areas, and for any purpose or use related to the foregoing.

**Section 3. Annual Assessment.** The Board of Directors of the Association shall fix the annual assessment which shall be paid to the Association. Any Lots owned by Declarant shall not be assessed.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment against Lot Owners applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, acquisition, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Special assessments may be approved by the Board of Directors at a regularly scheduled meeting. Members shall be provided with advanced notice at least 14 days prior to said meeting, in accordance with Florida statutes.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments, except as otherwise provided in this amended and restated declaration, must be fixed at uniform rates for all Lots regardless of size, value of improvements and numbers of persons occupying each such lot and may be collected on a monthly or other periodic basis, provided, however, in the sole discretion of the Association and with the approval of the Board of Directors, a Lot owner's assessment may be reduced or credited by such amount as shall be determined by the Board of Directors to be a direct cost savings to the Association for not providing a Common Service which an Owner shall elect to and shall provide for his own Lot.

**Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be subject to late fees at an amount determined annually by the Board of Directors. In any year in which the Board of Directors does not determine the late fee amount, the prior year's amount determined by the Board of Directors shall continue to constitute the amount of each late fee. The Association, in addition to other rights provided for herein, may bring an action at law against the Owner or Owners personally obligated to pay the same, or foreclose the lien against the Lot in question. No Owner may waive or otherwise escape liability for the assessments provided for herein, by non-use of the Common Areas or abandonment of his Lot.

**Section 7. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage applicable to the Lot in question. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or purchasers thereof from Liability for any assessments thereafter becoming due or from the lien thereof.

**Section 8. Reserves.** Reserve items, categories and amounts have been established and can be amended, modified, added or deleted in accordance with Florida law.

## **ARTICLE V** **ARCHITECTURAL CONTROL**

No tree, hedge, building, fence, wall, patio or other structure shall be planted, commenced, erected or maintained which interfere with utility maintenance or servicing, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, lot lines and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. All proposed changes must comply with this Declaration including the Use Restrictions set forth on Exhibit A and any rules promulgated by the

Board of Directors from time to time. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it shall be deemed denied. The Association shall have the authority to remove any item or improvement erected or constructed without the requisite prior approval. In such an instance, the removal costs shall be paid by the Owner of the Lot and shall be collectable in the same manner as an assessment including the recording and foreclosing upon a claim of lien.

ARTICLE VI  
FAIR HOUSING ACT - 55+ COMMUNITY  
&  
USE RESTRICTIONS

**Section 1. Authority.** The association, by and through its board of directors shall have the authority to enforce the provisions of restrictions and limitations of record and the association's governing documents, including its rules and regulation, as the same may exist from time to time, with respect to the application of the fair housing amendments act of 1988, as may be necessary to preserve the exemption of the association for occupants "55 years of age and older".

**Section 2. Age Restrictions.** The Association was developed as a community for occupancy by persons fifty-five (55) years of age or older. A Lot or Unit at the Association may not be purchased, sold, conveyed, or devised nor leased, sub-leased or occupied on a rental basis, except to a person or persons who qualify as "older persons under local, State and Federal guidelines of the Fair Housing Act. Under the Fair Housing Act, "housing for older persons" is exempted, under certain conditions, from the prohibition against discrimination on the basis of familial status. In order to satisfy the requirements for exemption from the Fair Housing Act Amendments Act of 1988, 24 CFR 100.304, and in addition to the provisions of the Association's governing documents, ownership, occupancy and transfer of title to a Lot or Unit in the Association shall be subject to the following:

- (a) **Occupancy Restriction - Eighteen Years or Younger.** No Unit may be occupied by any person under eighteen (18) years of age, except that such person(s) under eighteen (18) may be permitted to visit for reasonable periods not to exceed two (2) consecutive weeks on any one occasion, or thirty calendar (30) days in any one (1) calendar year.
- (b) **One Occupant. Fifty--Five Years of Age or Older.** Persons under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a Unit so long as at least one (1) of the occupants is fifty-five (55) years of age or older.
- (c) **Occupancy by Approved Occupants.** No person shall be permitted to occupy a Unit unless such person meets the requirements specified in this Article and any other requirements set forth elsewhere in the Association's governing documents (Approved Occupant).
- (d) **Visitors.** Persons who are not Approved Occupants of the Association shall be permitted to visit Approved Occupants for such reasonable periods of time and upon such reasonable conditions, as is determined from time to time by the Association. Subject to the specific limitations regarding visits by persons under eighteen (18) years of age as herein above provided.
- (e) Each Lot shall be owned and conveyed subject to the additional Use Restrictions and covenants as set forth in Exhibit A attached hereto and made a part hereof. All Use Restrictions can be amended or deleted, and new Use Restrictions can be added, through the Association's rule making authority vested in its Board of Directors.

ARTICLE VII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this amended and restated declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

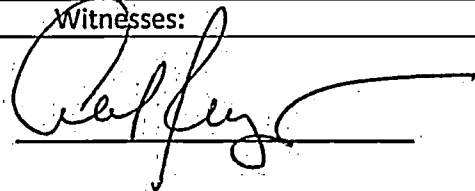
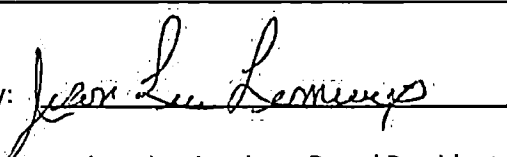

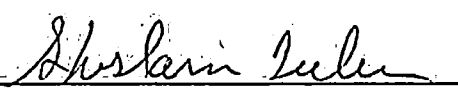
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Lots for a term of twenty (20) years from the date this amended and restated declaration is recorded, after which time they shall be automatically extended (unless at least two-thirds (2/3) of the Lot Owners agree otherwise, as evidenced by a recorded instrument), for successive periods of ten (10) years. This Amended and Restated Declaration may be further amended, as evidenced by a recorded instrument indicating the approval of such amendment by not less than fifty-five percent (55%) of the Lot Owners eligible to vote.

Section 4. Liability. It is expressly understood and agreed that the Association (including its Directors and agents) shall be indemnified by the Association, including the payment of advanced costs. Additionally, the Association's directors and agents shall not be held liable for any damages suffered by any owner, Member, their guests or any invitees in their use of the Common Areas or in the Common Services provided by the Association.

Section 5. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Lot owner or its guest, relatives or lessees, in the manner provided, consistent with Florida State law. The maximum daily fine shall not exceed \$100 per day with a maximum continuing fine not to exceed \$1,000 per infraction, or as may be subsequently prescribed in changes to the governing laws.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument this 16th day of March, 2020.

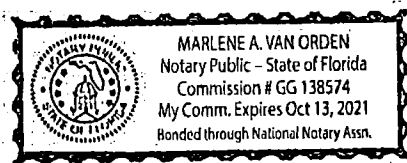
Witnesses: By: 	HIGHLAND MEADOWS ESTATES WEST: By:  Jean-Luc Lemieux, Board President
By: 	By:  Ghislain Leclerc, Board Secretary



STATE OF FLORIDA:  
COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Jean-Luc Lemieux and \_\_\_\_\_ as President and Ghislain Leclerc as Secretary respectively of HIGHLAND MEADOWS ESTATES WEST, to me well known to be the persons described in and who executed the foregoing amended and restated declaration of Covenants, Conditions and Restrictions, and as such officers acknowledged before me that they executed the same for the purposes therein expressed, on behalf of said corporation.

WITNESS my hand and official seal at Deerfield Beach, County of Broward and State of Florida, this 16<sup>th</sup> day of MARCH 2020.



*Marlene A. Van Orden*  
Notary Public  
*Marlene A. Van Orden*  
My commission expires: *10/13/2021*

EXHIBIT A

In order to conserve the natural beauty of the Property, to ensure its best use and most appropriate development and to prevent the erection of poorly designed and constructed improvements, the Property shall be subject to the additional following protective covenants, conditions and restrictions. The following Use Restrictions may be amended or deleted in accordance with Florida law and through the rule making authority granted to the Board of Directors.

1. All mobile homes which are placed on a Lot must be at least twelve (12) feet wide, contain not less than 552 square feet excluding carports, utility room and unenclosed areas; have a utility room; be in new or in like new condition, inspected and approved by the Association; and, shall conform to the American National Standards Institute requirements for mobile homes.
2. Each mobile home is required to be skirted and anchored and to have at least an 11'W x 30'L carport roof over a concrete surface; concrete steps; lawn sprinkler system; an outside post type lamp-mailbox and minimal landscaping, all as established by the Association's regulations. These requirements are to be met within twenty-five (25) days after placing of the mobile home on a Lot. Metal cabanas and/or screen rooms are permitted only as an integral part of the mobile home set up. The grade of the lot or swale shall not be changed.
3. No structure of a temporary character such as trailer, camper, tent, shack, garage, barn or other out-buildings shall be placed or used on any Lot at any time. A free standing utility building or storage building which is not an integral part of a carport, cabana or screen room shall not be placed or used on a Lot.

4. All utility hook-ups must be performed by qualified personnel. Said mobile home to be placed in accordance with position initially designated by Association. No structure shall be placed any closer to the Owner's property lines than as follows: five (5') feet from the street right of way, ten (10') feet from rear line and (5') feet from each side line.
5. Not more than one single family mobile home shall be placed on each Lot and shall be used as a single-family dwelling.
6. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot except a dog or cat that is the member's household pet. Such pet shall be no larger than 30 pounds adult weight. Two (2) small pets per household are acceptable provided that they are less than ten (10) pounds each. Such pet(s) must be confined within the member's property and must be kept on a leash when outside of the Owner's Lot. All animal droppings must be picked up by the Owner and disposed of in an acceptable manner. No subsequent amendment shall affect a member's right to keep a then existing household pet on the member's Lot. Members, tenants, guests, visitors or other Approved Occupants are prohibited from feeding animals such as feral cats, dogs, ducks, geese, possums, iguanas, etc. other than a member's household pet. "Outside pets" are prohibited and therefore subject to this feeding restriction. Bird feeders and bird baths are permitted on a Lot to the extent they conform to the restrictions set-forth in this exhibit #13.
7. Commercial and/or professional activities which bring customers or prospective customers into the Property for the receipt of goods or services are prohibited. Further, activities which have commercial service vehicles, including those owned or used by the Lot owner or, which require the storage of supplies or materials either short or long term on the Property are prohibited.
8. No septic tank shall be constructed on a Lot.
9. All motor vehicles must be able to operate under its own power with current license tags and registration. All motor vehicles must be parked fully on the applicable Lot in the designated area. No street parking is permitted except for approved deliveries, pick-ups, or short time visitors. Overnight street parking is prohibited, and violators will be towed, at the Owner's expense. Any vehicle larger than 78 inches in height or 5600 pounds curb weight, campers, recreational vehicles, motor homes or buses, boats, trailers, travel trailers, utility trailers, motorcycles, motorbikes and motor scooters and similar type vehicles may NOT be kept or parked on a Lot or on the Property and are only allowed in the Property for the purposes of immediately loading and unloading passengers and items. Gas engine golf carts or go carts are not permitted on the Property. Golf carts powered by electricity (battery or solar powered) are permitted subject to the laws and ordinances governing their use. Repairs or rebuilding of motor vehicles or trailers shall not be permitted on the Property, but routine maintenance is permitted. The Association's agent can enter property and remove non-conforming vehicles and other non-conforming items upon ten (10) days written notice at Owner's expense. All such removal costs shall be collectable in the same manner as an assessment including the recording and foreclosing upon of a claim of lien.
10. No storage of any kind will be permitted under or around the mobile home except in an approved utility building as described and limited in section 3 of this exhibit.
11. Trash or garbage cans shall be concealed on all four sides or be Association approved wheeled trash-garbage containers, all shall be kept beside or behind a mobile home except when placed out front for collection on designated days. The Association can require trash and garbage to be placed near the street edge in disposable containers for pickup.
12. Outside lights, a mailbox showing the occupant's name and/or a name sign will be permitted under common specifications set forth by the Association. Outside pole lights must be maintained year-round, in operating condition by the member or his designee and must be illuminated from dusk till dawn. No other signs or

advertisements will be permitted, without the express written permission of the Association. The Association shall have the right, but not the obligation to remedy violations of this subsection and charge the Lot owner the costs incurred in the same manner as an assessment including recording and foreclosing upon a claim of lien.

13. Outside lawn ornaments, fixtures, vases, etc. may not exceed 2-foot x 2 foot in size. Further, they must either be permanently anchored in a manner to withstand inclement weather inclusive of wind events, as not to pose a danger to other members or their properties. Non-anchored items must be relocated to an interior space during the Florida hurricane season of June 1<sup>st</sup> through November 30<sup>th</sup> each year.
14. Grass shall be a Lot's primary ground cover. Trees, planting beds, mulch and stone may be incorporated; however, they must be limited to 20% of Lot size, less sidewalks and driveways. Plans which do not conform to this Section and those not in compliance with other provisions of the Association's governing documents, are required to be reviewed and approved by the Association as set forth in Article V of these Covenants. Each Lot must have a single car driveway which cannot exceed the dimensions set forth and approved in its original design.
15. No member shall be permitted to construct a second driveway, expand upon the original dimensions of the approved driveway or alter the design of the original driveway. Additional parking on a Lot through the use of stone, sand, etc. on any Lot is prohibited.
16. Vehicle parking on member Lots is restricted to the approved concrete driveway. Parking on grass covered or otherwise permitted landscaped surfaces is strictly prohibited. No more than two authorized vehicles (as defined in section 9 of this exhibit) may be parked on any driveway concurrently; one electric golf cart may be parked on the property as a third vehicle. Visitor vehicles or Members vehicles exceeding 78 inches in height or 5600 pounds in curb weight, campers, recreational vehicles, motor homes, buses, boats, trailers, travel trailers or utility trailers may park on the Common Area parking Lot abutting the Clubhouse/Office for a period not to exceed 10 days with the written approval of the Board of Directors or its agents. This period may be extended for an additional 10 days with written approval.
17. No hedge, fence or wall shall be within 25' of any street. No other hedge in excess of six (6) feet, or fence or wall exceeding five and one-half (5.5) feet in height shall be erected or kept on the Lot lines or near thereto, and all such hedges, fences or walls shall provide adequate ventilation and be of materials and the location approved by the Association before erection or planting and shall be maintained by the Owner as required by the Association.
18. Drying wash may be hung only on a single pole, umbrella type hanger behind the mobile home after making an effort to keep it concealed from street view.
19. Each Lot including the swale shall be kept neat, clean and mowed as interpreted by the Board of Directors of the Association, and all lots, within 12 months after being sold by Declarant, shall be provided with a grass ground cover as approved by the Association for all lots. If owner fails to do so from either neglect or absence the Association's agent shall have the right to enter on property for this purpose and the Association can assess the property Owner a reasonable charge for this service.
20. No window type air conditioning units shall be permitted on a Lot.
21. Outside television antennas shall not be permitted as long as the Association provides Lots with Central T.V. antenna service. Subject to the prevailing law, satellite dishes provided for TV broadcast reception are permitted provided they are properly anchored directly to the mobile home, the existing driveway or on a small concrete slab poured exclusively for this purpose.

22. Any homeowner may erect a freestanding flagpole no more than 20 feet high and may display one United States flag, not larger than 4 ½ feet by 6' and one additional flag as detailed in Chapter 720.304 of the 2019 Florida Statutes and as may be amended or modified in the future.

23. Maximum motor vehicle speed on the common areas shall be 15 miles per hour or as determined by the Association.

24. No nuisance or immoral, improper or offensive conduct, as determined by the Board of Directors, shall be permitted or allowed on a Lot. An Owner shall be responsible for the acts or conduct of himself, his family, guests, tenants or invitees, including liability for their damages to Common Areas caused by negligence or willful acts.

25. The areas indicated on the plat of Highland Meadows Estates West as easement areas may be used by any Public Utility, the Association or any governmental franchised entity for the installation access and maintenance of their facilities.

26. The sale, lease, rent or renewal of a lease or rental and any other transfer (collectively "Transfer") of any Lot or mobile home located thereon shall be subject to the following conditions:

- A. No Lot owner may sell, lease, rent or make a gift of his Lot without approval of the Association. No property shall be leased, rented or otherwise occupied (by non-owner/members) for any period greater than six (6) months in any calendar year.
- B. The Board of Directors shall have the authority to promulgate Rules pertaining to the approval process and approval requirements for all Transfers. The Association shall have the authority and the absolute right to disapprove any proposed lease and to review and process applications for a Transfer which may include background and credit checks and/or other investigative reviews as permitted by, and in accordance with Florida or federal law. The Association may charge a fee, as well as any out of pocket costs incurred, for the processing of an application for a Transfer pursuant to Florida law. Said fee shall be set annually by the Board of Directors and if not set in a particular year, the prior year's fee shall be applied.
- C. An owner intending to make a transfer shall give the Association notice of such intention, and shall furnish the Association with a written copy of a bona fide offer of purchase, or lease as the case may be, which contract shall show the full name and address of the intended purchaser, and such other information concerning the intended purchaser, or lessee, as the Association may reasonably require.
- D. Within thirty (30) days after receipt of such notice, the Association shall either approve or disapprove the transaction. If approved, approval shall be stated in written form and shall be delivered to the purchaser in recordable form. If the Association fails to take any action within the said thirty (30) days period, the transaction shall not be deemed approved. In lieu of approving a sale, the Association may elect to purchase the unit or, provide a buyer to purchase the unit upon the terms and conditions set forth in the sales contract and shall have thirty (30) days, or the time permitted by the contract, whichever is longer, to close the transaction, in accordance with the terms thereof. If the transaction is a conveyance of an interest not involving consideration, said purchase shall be for cash upon a mutually agreeable price, and if said price cannot be agreed upon then the value shall be determined by three (3) appraisers, one (1) selected by the Association, one (1) selected by the Lot owner and the third by the appraisers appointed by each party.
- E. The Association shall have the authority to review and process the application which may include background and credit checks and/or other investigative reviews as permitted by Florida law.
- F. The provisions of this paragraph and each subparagraph shall apply to a transfer to, or purchase by a bank, life insurance company, federal savings and loan association or other institutional lender which acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is

acquired by Deed from the mortgagor or his successor in title, or through foreclosure proceedings. Such provisions shall also apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title. Further, such provisions shall apply to the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding as part of any foreclosure sale, such as but not limited to, execution sale, foreclosure sale, judicial sale and tax sale.

- G. Any sale, lease, rental or transfer, including intestate succession with or without monetary consideration, not authorized pursuant to the Association's governing documents shall be void, unless subsequently approved by the Association. Subleasing is not permitted.
- H. Transfers undertaken in violation of this Section shall automatically be deemed void by the Association. The Association shall have the authority to undertake all legal remedies available to remove the occupants of a Lot pursuant to a Transfer in violation of this Section. By way of example, but not limitation, removal pursuant to the summary eviction procedures of Florida's residential landlord-tenant law and/or injunctive relief without the necessity of posting a bond.
- I. Guests are only permitted to reside on a Lot if the owner is also residing on the Lot at the same time. An owner may only have guests reside with him/her for a period of no more than forty-five (45) days during any year beginning on the last day of the last guests stay. A Guest who resides on a Lot without the Owner shall be considered a lessee / tenant / renter for the purposes of this Section, regardless whether monetary consideration was provided for their stay.
- J. Guests of a lessee / tenant / renter are not permitted to reside on a Lot without the approved lessee / tenant / renter also residing on the Lot at the same time. A Guest who resides on a Lot without the approved lessee / tenant / renter at the same time shall be considered a sublessee / subtenant in violation of this Section, regardless whether monetary consideration was provided for their stay.

**END**

Prepared by & return to:  
Joshua Gerstin, Esq.  
Gerstin & Associates  
40 S.E. 5<sup>th</sup> St., Suite 610  
Boca Raton, FL 33432

***Certificate of Adoption of Rules and Regulations for  
Highland Meadows Estates West Association, Inc.***

WHEREAS, the Highland Meadows Estates West Association, Inc.'s ("Association") Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") authorizes the Board of Directors to adopt and amend rules and regulations which govern the community;

WHEREAS, at a duly called and noticed meeting of the Association's Board of Directors on September 21, 2020, the Board of Directors adopted a Resolution enacting a rule on occupancy limits;

NOW THEREFORE, the undersigned hereby certifies the Resolution attached hereto as Exhibit 1 is a true and correct copy of Resolution adopted by the Board of Directors on September 21, 2020 pursuant to the Association's Declaration and applicable Florida law.

IN WITNESS WHEREOF, my signature affixed below on this 21<sup>st</sup> day of September, 2020.

Witness #1: [Signature] Highland Meadows Estates West Association, Inc.

Print name: DEBRA LECLERC

By: [Signature]  
Jean-Luc Lemieux, President

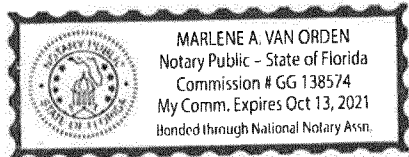
Witness #2: [Signature]

Print name: MARLENE VAN-ORDEN

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 21<sup>st</sup> day of September, 2020 by Jean-Luc Lemieux, President, who [  ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public

Printed Name: MARLENE VAN-ORDEN

***Resolution of the  
Highland Meadows Estates West Association, Inc.***

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**WHEREAS**, the Highland Meadows Estates West Association, Inc. ("Association"), through its Board of Directors, maintains the right to adopt rules and regulations governing the community.

**WHEREAS** in particular, Article VI, Section 2(e) of the Association's *Amended and Restated Declaration of Covenants, Conditions and Restrictions* ("Declaration") authorizes the Board to amend the use restrictions attached as Exhibit A to the Declaration;

**WHEREAS**, the Board of Directors desires to adopt rules governing the occupancy limits of Lots within the Association and incorporate same into Exhibit A of the Declaration;

**BE IT RESOLVED**, the Association hereby adopts the following rule, which shall be deemed to be paragraph 27 of Exhibit A of the Declaration as recorded on pages 9-13 of Official Records Instrument No. 116430205 in the Public Records of Broward County, FL:

27. Occupancy Limits: The maximum number of persons permitted to occupy any Lot shall be equal to the number of bedrooms in the home on said Lot. By way of example, the maximum occupancy of a Lot with a two-bedroom home shall be two (2) persons, and the maximum occupancy of a Lot with a three-bedroom home shall be three (3) persons.

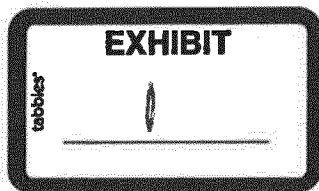
**SO RESOLVED AS SET FORTH HEREIN.**

**CERTIFICATE**

The undersigned hereby certifies he is the President of the Association and the foregoing is a true and correct copy of a resolution duly adopted at a properly noticed and held meeting of its Board of Directors on September 21, 2020. The passage of this resolution was in all respects legal and this resolution is in full force and effect.

Highland Meadows Estates West Association, Inc.

By: Jean-Luc Lemieux  
Jean-Luc Lemieux, President



# DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title: By-laws of Highland Meadows Estates West Association, Inc.  
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By: \_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brief Legal Description: \_\_\_\_\_  
(if applicable)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return Recorded Document to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



By-Laws Page 1

**BY-LAWS OF HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC.**

officers upon receipt of a written request from one-third (1/3) of the entire membership.

Section 1. Identity. These are the By-Laws of HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (hereinafter referred to as the "Association"). The Association has been organized for the purpose of administering and owning the property of the Association and providing services to its members.

. 4 Notice of all members' meetings stating the time and place within Broward County, Florida and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing as herein set forth. Such notice shall be in writing to each member at his address as it appears on the books of the Association, and shall be mailed or delivered by hand not less than than (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing and/or service shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any member before, during, or after meetings, by the signing of a document setting forth the waiver by such member or by attendance at the meeting without objecting to the lack of notice.

. 1 The office of the Association shall be, for the present, 5155 NW 2nd Ave. 33064 Pompano Beach, Florida, and thereafter may be located at any place in Broward County, Florida, designated by the Directors.

. 2 The fiscal year of the Association shall be November 1 to October 31.

. 3 The seal of the corporation shall bear the name of the corporation; the word "Florida"; the words "Corporation Not for Profit"; and, the year 1977.

. 5 A quorum at members' meetings shall consist of members entitled to cast a majority of the votes of the entire membership in person, by absentee ballot, or by proxy. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person, by absentee ballot or represented by written proxy shall be required to decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, Charter or of the By-Laws a different vote is required, in which case such expressed provision shall govern and control the required vote on the decision of such question.

. 4 The provisions of these By-Laws shall be interpreted in accordance with the definitions and provisions of the Articles of Incorporation of the Association and the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates West as recorded on December 16, 1976 in O. R. Book 6835, pages 738 through 747 of the Public Records of Broward County, Florida.

Section 2. Membership; Members' Meetings; Voting and Proxies

. 6 Adjourned meetings. If any meeting of members cannot be organized because a quorum is not in attendance, the members who are present, either in person, by absentee ballot, or by proxy, may adjourn the meeting from time to time until a quorum is present.

. 1 The qualification of members and the manner of their admission to membership shall be as set forth in Article IV of the Articles of Incorporation of this Association. A Membership shall be terminated automatically when a member is no longer qualified for membership as above provided.

. 2 The annual members' meeting shall be held at 8:00 P. M. on the Second Thursday in February of each year, commencing with the year 1978, for the purpose of electing Directors and transacting any business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Thursday.

. 7 The order of business at annual members' meetings, and, as far as practicable at all other members' meetings, shall be: (a) call of the roll and certifying of proxies; (b) proof of notice of meeting or waiver of notice; (c) reading and disposal of any unapproved minutes; (d) reports of officers; (e) reports of committees; (f) election of Directors in the manner provided for by these By-Laws; (g) unfinished business; (h) new business; (i) adjournment.

. 3 Special Meetings shall be held at any place within the Broward County, Florida limits whenever called by the President or Vice President or by a majority of the Directors, and must be called by such

. 8 Voting and Proxies. One vote may be cast by the member owning each lot of Highland Meadows Estates West. Where more than one person or entity

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## By-Laws Page 2

holds an undivided interest as owner in a lot, the voting pertaining to such lot shall be exercised as the member or members in attendance (in person or by proxy) shall determine. Where a member owns a divided interest (a specific area) in a lot, a fractional vote may be cast by that member in the ratio of the square footage owned to the total square footage of the lot. Votes may be cast in person, by absentee ballot, or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting designated therein unless it is a perpetual proxy and it must be filed with the Secretary before the time the voting commences. Only Recreation Members may vote on matters pertaining to Recreation Membership including, but not limited to, the use, maintenance, enjoyment of Recreation Facilities, the separate budget of the Recreational Membership and the expenditure of the separate monies thereof and related matters, as distinguished from, the separate Common Services, expenses, budget, funds and property.

### Section 3. Recreation Membership

. 1 Qualification. Every lot owner who is a member of the Association as provided in Article IV (Members and Admission to the Association) of the Articles of Incorporation of this Association and in addition whose lot has acquired and retained the property right, as an appurtenance to said lot, of one Recreation Membership by a grant by the Association, shall automatically be a Recreation Member of the Association for so long as the member owns the lot to which the Recreation Membership is an appurtenance or until the Recreational Membership has been revoked by the Association.

. 2 Termination. The Board of Directors may terminate a Recreational Membership only for a flagrant or repeated violation by a Recreation Member, persons in his family, his tenants or guests, of the Rules and Regulations or failure to pay dues or other liabilities to the Association, but only after the approval of the termination at annual members' meeting only and by a vote of two-thirds of all Recreation Members. The termination of a Recreational Membership Shall be evidenced by a written revocation thereof executed by the Association in the manner required for a deed,

which identifies the Lot to which it had been an appurtenance, and recorded in the Public Records of Broward County, Florida.

### Section 4. Board of Directors

. 1 The Board of Directors shall consist of no less than three (3) persons and no more than seven (7) as is determined from time to time by the Directors in accordance with the following, to wit: The determination of the number of persons (3 to 7) that shall constitute the Board shall be made by the Board at a meeting to be held not later than thirty (30) days prior to the annual members' meeting, and in the absence of such determination, the number shall remain the same as last established. The notice of annual members' meeting should state the number of Directors to be elected.

. 2 Election of Directors shall be conducted in the following manner:

(a) Members of the Board of Directors shall be selected by a plurality of the votes cast at the annual meeting of the members of the Association. There shall not be cumulative voting.

(b) Vacancies in the Board of Director/shall be filled until the next annual meeting by the remaining Directors.

. 3 The term of service of each Director, beginning with the term of March 1, 1983, shall be as follows:

(a) The four (4) candidates receiving the most votes at the annual meeting of the members of the Association shall be elected for two (2) year terms.

(b) The other three (3) candidates shall be elected for one (1) year terms.

(c) Each succeeding year following the initial election under these rules, those board members whose terms expire shall be replaced by Board members elected for a term of two (2) years.

(d) The term of each Director's services shall extend until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

. 4 A Director may be removed from office upon affirmative vote of two-thirds (2/3) of the members

## By-Laws Page 3

for any reason deemed by the members to be detrimental to the best interests of the Association, provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

5 The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the President.

. 6 Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors.

. 7 Special Meetings of the Directors may be called by the President or the Vice President and must be called by the Secretary at the written request of one-third (1/3) of the Board of Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, or telegraph, which notice shall state the time, place, and purpose of the meeting, unless such notice is waived.

. 8 Any Director may waive notice of the meeting before, during, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. A quorum at the Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Directory shall constitute the act of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

. 10 Directors' fees, if any, shall be determined by the members. *members of Assoc*

Section 5. Powers and Duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those powers prescribed by the

Articles of Incorporation of the Association or the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates West as recorded in O.R. Book 6835, pages 738 through 747 of the Public Records of Broward County, Florida. Such powers and duties of the Directors shall include but not be limited to the following:

. 1 Make and collect assessments against all lots to defray the expenses for the Common Services of the Association;

. 2 To determine the amount of and collect the Recreational Membership dues to pay the expenses for providing the Recreation Services to Recreation Members.

. 3 To use the proceeds of assessments and dues in the exercise of its powers and duties;

. 4 The maintenance, repair, replacement and operation of the Association property;

. 5 The reconstruction of improvements after casualty and the further improvement of the property;

. 6 To make and amend rules and regulations and to enforce same with respect to the use of the Association's property and facilities;

. 7 To pay taxes and assessments which are liens against any part of the Association's property;

. 8 To purchase and carry insurance for the protection of the Association, members and guests against casualty and liability;

. 9 To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of this Association.

. 10 To maintain the Association's bank accounts and records whereby a separation is maintained between Common Services items and Recreational Membership items as pertaining to the assessments and dues, the proceeds of assessments and dues, the budgets therefor and the expenditure of proceeds of assessments and dues.

. 11 To establish and amend reasonable rules and regulations pertaining to the use of the Recreation Facilities and to enforce the same, which may include, to suspend the rights of a Recreational Membership to the use and enjoyment of Recreational Services and Recreation Facilities for a breach of the Rules and

## By-Laws Page 4

Regulations and/or for non payment of dues or other liabilities to the Association.

. 12 To terminate a Recreational Membership as provided by these By-Laws.

. 13 To grant a Recreational Membership to a qualified member of the Association in accordance with requirements established by the Recreation Members .

### Section 6 . Officers.

1.Executive Officers of the corporation shall be a President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by the vote of the Directors at any meeting. Any person may hold two or more offices, except the President shall not also be the Secretary or Treasurer:

. 2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, including, but not limited to the power to appoint committees from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the corporation. He shall preside at, all meetings of the members and Directors.

3. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

. 4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall have custody of the seal of the association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the corporation except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President.

. 5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the

assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer.

. 6 The compensation, if any, of all officers and employees of the Association shall be fixed by the Directors. This provision shall preclude the Board of Directors from employing a Director as an employee of the Association and preclude the contracting with a Director for the management of the Association's property and its activities.

Section 7. Fiscal Management. The provisions for assessments and dues and related matters shall be supplemented by the following provisions:

.1 Assessment Roll. An assessment roll shall be maintained and a set of accounting books in which there shall be an account for each lot owner. Such an account shall designate the name and address,of the owner or owners, the amount of each assessment against the member,the dates and the amounts on which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

.2 Budget. The Board of Directors shall adopt two budgets for each fiscal or calendar year which shall contain estimates of the costs of performing the functions of the Association, including, but not limited to the following items:

#### (l) Common Services Budget:

- (i) Administration
- (ii) Security
- (iii) Casualty and Liability Insurance
- (iv) Electric, water, sewer and gas
- (v) Equipment replacement, maintenance and upkeep
- (vi) Road maintenance
- (vii) Lot and sprinkler system maintenance
- (viii) Garbage and Trash service
- ( ix ) Taxes on corporation property of Common Areas
- ( x) Miscellaneous
- ( xi) The Board of Directors may, at their option, determinand create a reserve fund for future expenses or repairreplacement.

## By-Laws Page 5

## (2) Recreation Services Budget:

- (i) Administration
- (ii) Security
- (iii) Casualty and Liability Insurance
- (iv) Utilities, garbage and trash service
- (v) Social activities and recreation
- (vi) Equipment replacement, maintenance and upkeep
- (vii) Pool and grounds maintenance
- (viii) Recreation building maintenance
- (ix) Taxes on recreation facilities
- (x) Miscellaneous
- (xi) The Board of Directors may, in their opinion, determine and create a reserve fund for future or deferred expenses, repairs and replacements.

Section 8. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles of Incorporation or the By-Laws of the Association.

Section 9. Declaration of Covenants, Conditions and Restrictions. The Association, in the conduct of its affairs, shall have all of the rights, privileges and authority given to the Association as set forth in the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates West as recorded in O. R. Book 6835, pages 738 through 747 of the Public Records of Broward County, Florida, and the Association shall be subject to the rights provided for the owners and the definitions and limitations as set forth therein.

## Section 10. Amendments

. 3 Proposed Assessments and Dues: (a) Proposed annual assessments against each lot for Common Services. (b) Proposed special assessments against each lot for capital improvements for Common Areas, if any are anticipated. (c) Proposed amount of dues. Copies of the proposed budgets, proposed assessments and proposed dues shall be transmitted to each member thirty (30) days prior to the adoption thereof by the Members.

. 1 These By-Laws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting or any special meeting called for that purpose, provided written notice of the proposed change in the By-Laws has been given the members ten (10) days prior to the members' meeting and approved by a two-thirds (2/3) vote of the members in attendance at the meeting.

. 4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

THE FOREGOING WERE ADOPTED AS THE BY-LAWS OF HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC., A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA ON THE FIRST MEETING OF THE BOARD OF DIRECTORS OF THE ASSOCIATION HELD ON FEBRUARY 15, 1977.

. 5 An audit or a Reviewed Financial Statement of the accounts of the Association shall be made annually by a Certified Public Accountant or auditor approved by the members and a copy of the report shall be furnished to each lot owner not later than ninety (90) days following the fiscal year for which the audit is made.

Section 11. Fines. In addition to the means for enforcement provided elsewhere herein or in the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates West or in the Articles of Incorporation of Highland Meadows Estates West Association, Inc., the Association shall have the right to assess fines against a lot owner or its guests, relatives, or lessees, in the manner provided herein, and such fines

. 6 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, and the premiums on such bonds shall be paid by the Association.

**By-Laws Page 6**

shall be collectible as any other assessment such that the Association shall have a lien against each lot for such purpose, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association regarding the use of the lots and residences, common areas, or Association property are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the lot which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation shall or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed 50 Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or lot owner may respond to the notice, within five days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and desist and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any Witnesses that the alleged violator, the lot owner, or the Covenants Enforcement Committee, may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this section shall be assessed against the lot which the violator occupied at the time of the violation, whether or not the violator is an owner of that lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Nothing herein shall be construed to interfere with any right that a lot owner may have to obtain from a violator occupying his lot payment in the amount of any fine or fines assessed against that lot.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Provisions of the various homeowner Association's documents; including, but not limited to, legal action for damages or injunctive relief.

Section 12. Indemnification of Officers and Directors. Every officer and director of the Association shall be indemnified by the Association against all liability and expenses, including counsel fees, reasonably incurred by, or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such liability or expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of any claim for reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC .**

**Attest:  
Secretary  
By President**

**76-24 U585**

**This instrument prepared by  
MARK MAURER, Attorney  
120 N. E. 3rd Street  
Fort Lauderdale, Florida 33301**

**Ammendments to the By-Laws made  
Jan. 21, 1983**

The underlined sections show the changes and additions.  
Section 4, item 3a,3b,3c,3d describes term of service of Directors

Section 11 provides for a fining system, including due process, and a lien right in instances of covenants violation.

**Ammendments to the By-Laws made  
Feb. 11, 1991**

Sections 2.5, 2.6, 2.8 added "by absentee ballot"  
Section 12 empowers the Association to indemnify directors for corporate acts and obligations.

**Amendments to the By-Laws made  
Feb. 9, 1995**

Section 7, Item 5 (Fiscal Manatgement)  
The word "audit" is changed to read "audit or a Reviewed Financial Statement"

**Amendments to Exhibit B  
Feb. 9, 1995**

Exhibit B, #9, "upon 10 days written notice" was changed to "upon twenty four (24) hours"

This document PREPARED BY and RETURN TO:

Andrew J. Daire, Esq.  
DANIEL E. OATES, P.A.  
1500 East Atlantic Blvd.  
Suite B  
Pompano Beach, FL 33060

AMENDMENTS TO BY-LAWS OF  
HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC.

STATE OF FLORIDA  
COUNTY OF BROWARD

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates West Association Inc., is duly recorded in Official Records Book 6835, Pages 738-747, of the public records of Broward County, Florida; and

WHEREAS, the By-Laws of Highland Meadows Estates West Association Inc., were affixed to the Declarations of Covenants, Conditions and Restrictions of Highland Meadows Estates West Association Inc.; and

WHEREAS, at a duly called meeting of the Board of Directors of Highland Meadows Estates West Association, Inc., a Florida not-for-profit corporation, held on March 3, 2004, at which a quorum was present, the aforesaid By-laws attached to the Declaration were amended and approved pursuant to said By-laws.

NOW THEREFORE, the undersigned hereby certifies that the amendments to the By-laws, attached hereto are true and correct copies of the amendments to the By-Laws as amended by the members and board of directors.

SEE AMENDMENTS ATTACHED HERETO AND MADE A PART HEREOF.

WITNESS my signature hereto this 26<sup>th</sup> day of March, 2004, at Pompano Beach, Broward County, Florida.

HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC.

By: Carole Kern, President  
CAROLE KERN, President

Andrew Daire  
Witness

(3)



[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 2004, by Carole Kern, as President of HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC., who is personally known to me \_\_\_ or who has produced FLA DRIVERS LICENSE as identification and who did take an oath.

[Signature]  
NOTARY PUBLIC  
DANIEL E. OATES  
Notary Public - State of Florida  
My Commission Expires August 2005  
Commission # DD128834  
Bonded By National Notary State of Florida at Large  
Don Oates

Commission Number and Expiration:

AMENDMENTS TO BY-LAWS OF  
HIGHLAND MEADOWS ESTATES WEST ASSOCIATION, INC.

(Additions indicated by underlining, deletions by "-----")

1. A new Section 13 is added as follows:

Section 13. Declaration of Fifty-Five and Older Community. This is a fifty-five (55) and older community and it is in compliance with all rules, regulations and laws relating thereto. At least 80% of the occupied units are occupied by at least one person who is fifty-five or older. The Association and community is intended and operated for occupancy by persons 55 years of age or older. Any existing owners under the age of fifty-five (55) at the time of the approval of this amendment shall be grandfathered in.

(a) Verification of Occupancy. The verification of compliance with the 80% rule shall be determined through reliable surveys and affidavits. The procedure of the survey to determine the occupancy of each unit shall be as follows: The board of directors shall give written notice to each member or lot that is occupied, that one of the following documents shall be presented to the board of directors, as verification that at least one person in each occupied unit is fifty-five or older, at the meeting stated in the notice or within thirty (30) days of the date of the notice. The following types of documents are considered reliable documentation: (1) Driver's license; (2) Birth Certificate; (3) Passport; (4) Immigration Card; (5) Military Identification Card; (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older. A survey shall be conducted during the year 2004, and subsequent surveys or updates shall take place at least once every two years. In any subsequent survey or update survey, a member that has previously provided one of the seven types of reliable documentation in a prior survey, can sign a statement that at least one person in the unit or lot is 55 years of age or older.

(b) Publish and Adherence to Policies and Procedures of Intent to be Fifty-Five and Older Community. The following quoted language shall be clearly stated in any advertising designed to attract prospective residents or any lease of a lot entered into after the approval date of this amendment, "This community is intended and operated for occupancy by persons 55 years of age or older." It shall also be posted in public common areas within the association, including but not limited to the clubhouse. Pursuant to Florida Statute 760.29(4)(e), the Association shall also register with the commission and submit a letter on association letterhead stating that the community or association complies with the requirements of a community intended and operated for occupancy by persons 55 years of age or older. The letter shall be signed by the president of the association. The registration and documentation shall be renewed biennially from the date of the original filing.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 13 day of December, 2004.  
By Roger Desjarlais, County Administrator  
By [Signature], Deputy Clerk