

*Instrument Prepared by:  
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(954) 725-0805*

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR  
HIGHLAND PLACE AT EAGLE TRACE**

**★ This Certificate of Amendment is being recorded to amend and replace that certain Certificate of Amendment recorded as Instrument # 117247388, Pages 1 through 6, recorded on May 3, 2021, in the Public Records of Broward County, Florida.**

WHEREAS, the original Declaration of Restrictions and Protective Covenants for Highland Place at Eagle Trace ("Original Declaration") dated December 31, 1984 was recorded on January 3, 1985 in Official Records Book 12239, at Page 270, in the Public Records of Broward County, Florida; and

WHEREAS, the Amended and Restated Declaration of Restrictive and Protective Covenants for Highland Place at Eagle Trace (Amended Declaration") dated August 29, 1988 was recorded on September 2, 1988 in Official Records Book 15753, at Page 001, in the Public Records of Broward County, Florida. The Amended Declaration amended, restated and replaced in its entirety the Original Declaration; and

WHEREAS, HIGHLAND PLACE HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association") and its members are subject to the Amended Declaration; and

WHEREAS, the attached amendments to the Amended Declaration were duly adopted and agreed to by the Members of the Association in accordance with the powers set forth in the Amended Declaration and Bylaws for the Association as well as in accordance with the provisions of contained within Chapter 720, Florida Statutes.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Amended Declaration are a true and correct copy of the amendments as adopted and agreed to by the Members of the Association.

IN WITNESS WHEREOF, the Association has caused this certificate to be signed in its name, by its President, and its corporate seal to be hereunto affixed and attested by its Secretary this 16 day of MAY, 2021.

Signed, sealed & delivered  
in the presence of:

HIGHLAND PLACE HOMEOWNERS  
ASSOCIATION, INC.

MAUREEN CAMPBELL  
PRINTED NAME: \_\_\_\_\_

BY: Maureen Campbell  
MAUREEN CAMPBELL, President

PRINTED NAME: ROBERT TACHER

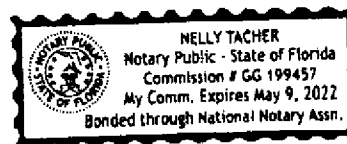
ATTEST: Robert Tacher  
ROBERT TACHER, Secretary

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

The Foregoing Instrument was SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of [ ] physical presence or [ ] online notarization this 16 of MAY, 2021, by MAUREEN CAMPBELL and ROBERT TACHER, as President and Secretary respectively of HIGHLAND PLACE HOMEOWNERS ASSOCIATION, INC. who are personally known to me or who have produced D/L as identification.

My Commission Expires:

Nelly Tacher  
Notary Public, State of Florida  
Nelly Tacher  
Printed/Stamped Name of Notary Public



**Michael Emery**

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**From:** propmgtptnrs@aol.com  
**Sent:** Tuesday, May 18, 2021 11:36 AM  
**To:** Michael Emery  
**Subject:** Letter

Please type up a letter for voting on Changing the date of the Annual Meeting to :

A day in October to be determined by the Board of Directors yearly.

Original was September 15 at 2 pm.

Maryann

Property Management Partners

## FIRST AMENDMENT

1. *Article VI of the Declaration is hereby amended with the addition of the following at the end of Article VI:*

Sale, Lease or Other Transfer of Home. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots and Homes within the Highland Place community, the purchase or lease of any dwelling within the Association shall be subject to the following provisions, which provisions each member covenants to observe:

### Section 1. Sales and Leases

A. To insure that homes in this community are only used for residential purposes, if the prospective purchaser or lessee of a Home is a corporation, limited liability company, partnership or a similar entity, the approval of ownership or occupancy by the corporation, limited liability company, partnership or a similar entity, a sale may be conditioned upon requiring that all persons occupying the Home be approved by the Association.

B. Anyone or entity that purchases a home may not lease the home to a non-owner for the first year of ownership. After the first year, homes may be leased but the minimum lease term shall be one year. No sub-leasing or short-term leasing shall be allowed, which shall prohibit all leases/occupancy via Airbnb, VRBO, HomeAway, HomeToGo, Flipkey, HouseTrip, Booking.com, 2ndAddress or any similar short-term rental booking programs.

If any owner violates section (B) above, the owner shall be subject to a \$100 a day fine for any day that the owner is in violation of section (B). The fine may not be imposed until after 14 days and until the owner has had an opportunity to meet with the fine enforcement committee regarding the violation. But upon a finding of any violation of section (B) the fines shall be assessed for all days of the violation both before and after the meeting with the fine committee.

Shall any fines not be paid within 30 days from the date that they are assessed by the enforcement committee, the association shall be permitted to place a lien on the owner's property.

Upon any prospective sale or lease, at the buyer's or owner's expense, the association shall be authorized to do a criminal background check for the sole purpose of insuring that no prospective buyer(s) or lessee(s) has a criminal history of a conviction as a sexual predator. If the background check indicates that the prospective buyer or lessee has such a history, the Association shall be permitted to take any legal action necessary to prohibit the sale or lease to that individual. Should the Association need to take legal action, the prevailing party shall be permitted to recover the Attorney's Fees and costs relating to that litigation.

Deletions shown by "strikeout"

Additions shown by "underlining"

**SECOND AMENDMENT**

***2. Article VIII, Section 5 of the Declaration is hereby amended as follows:***

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) "DEVELOPER" for so long as it holds title to any Lot affected by this Declaration; or, alternatively, (2) Owners holding not less than ~~two-thirds~~ a majority vote of the membership in "THE ASSOCIATION" provided that so long as the "DEVELOPER" is the owner of any Lot affected by this Declaration, "DEVELOPER'S" consent must be obtained.

**Deletions shown by "strikeout"**

**Additions shown by "underlining"**