

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

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
HIGHLAND MEADOWS ESTATES**

**AMENDED & RESTATED MARCH 19, 2020**

## **SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGHLAND MEADOWS ESTATES**

This second amended and restated declaration is made on the date hereinafter set forth by HIGHLAND MEADOWS ESTATES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Declarant".

### **WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property in Broward County, Florida (hereinafter referred to as the "Land"), which is more particularly and legally described as HIGHLAND MEADOWS ESTATES, a subdivision according to the Plat thereof recorded in Plat Book 84 page 50 of the Public Records of Broward County, Florida; and

WHEREAS, Declarant proposes to develop, at its expense, a residential mobile home community to be known as HIGHLAND MEADOWS ESTATES containing residential Lots with recreational and service facilities for the benefit of said community; and

WHEREAS, Declarant has incorporated HIGHLAND MEADOWS ESTATES 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 "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 above described real property 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 property or any additional property made subject hereto and shall be binding on all parties having any right, title or interest in such property or additional property or any part thereof, 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 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" shall mean and refer to the record owner (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 which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation or as trustees under any instrument securing such an obligation.

Section 3. "Property" shall mean and refer to the above defined land and such additions thereto as may hereafter be acquired or brought within the jurisdiction of the Association.

Section 4. "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, improvements, fixtures and equipment of every nature (real, personal or mixed) constructed, installed or supplied on, in or to the Common Areas. The real property of the Common Areas to be owned by the Association are described as follows:

All of HIGHLAND MEADOWS ESTATES according to the Plat thereof recorded in Plat Book 84, page 50 of the Public Records of Broward County, Florida, LESS all of the numbered Lots as set forth in each of the six blocks in said subdivision, and LESS the 10 foot wide canal right of way.

Section 5. "Common Services" shall mean such services as are provided by the Association to each Member or Lot, the cost of which are included in the annual assessment such as, but not limited to, street lighting and maintenance, garbage and trash collection, irrigating, community social and recreational activities and other uniform benefits to 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 6. "Lot" shall mean and refer to any plot of land shown upon said plat of HIGHLAND MEADOWS ESTATES as a numbered Lot and shall include the home and any improvements constructed thereon.

Section 7. "Declarant" shall mean and refer to HIGHLAND MEADOWS ESTATES ASSOCIATION, INC. a Florida corporation.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration and the Articles of Incorporation of the Association.

Section 9. "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 related services as may be provided, maintained and owned by the Association.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas 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 charge reasonable admission and other fees for and to establish, amend and enforce Rules and Regulations concerning the use of any facility situated upon the Common Areas;
- (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 of any or all of the Common Areas 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 published 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 enjoyment to the Common Areas to the members of his family or his tenants.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Person or entity who is a record owner of any Lot in the aforesaid residential community which Lot is subject under this Declaration to assessment by the Association shall be a member of the Association at such time as Declarant has sold one hundred fifty (150) Lots or on November 1, 1977, whichever date is earlier. Until such time Declarant shall be the only Member of the Association; thereafter, Declarant shall have one vote for each Lot owned by Declarant. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation or as trustees under any

instrument securing such an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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, all such persons shall be members and 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. Declarant, for each Lot owned within the property, hereby covenants and agrees, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, 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 obligation of the person or persons 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 recreation, 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.

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 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 at a meeting of the Board of Directors. Members shall be provided with advanced notice at least 14 days prior to said meeting, in accordance with Florida law .

Section 5. Uniform Rate of Assessment. Both annual and special assessments, except as otherwise provided in this 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. Subject to Florida law, the sale or transfer of any Lot, including such sales or transfers pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Additionally, no sale or transfer shall relieve any Lot or purchasers thereof from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. At the discretion of the Association, any portion of the Property dedicated to, and accepted by, a local public authority or agency and any portion of the Property owned by a charitable or non-profit organization may be exempted from the assessments created herein. However, no such portion devoted to dwelling use shall be exempted from said assessments.

Section 9. 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 upon the Property which interfere with utility maintenance or servicing. No exterior addition, change or alteration, including material alterations to landscaping altering its appearance shall 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, 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 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 hereinabove provided.

(e) Each Lot and Living Unit 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 Second 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 remaining full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Second Amended and Restated Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Second Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Second Amended and Restated Declaration may be further amended by a recorded instrument indicating the approval of such amendment by not less than fifty-five percent (55%) of the Lot owners and thereafter by a recorded instrument indicating the approval of such amendment.

Section 4. Annexation. Additional land may be annexed or added by the Association to the Property.

Section 5. 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, the acts or conduct of the directors or their agents in the fulfillment of their duties, their authorized acts as a director or agent, for any such act or conduct allowable in accordance with Florida law pertaining to non-profit corporations or in the Common Services provided by the Association.

Section 6. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Lot owner for their own conduct and the conduct of their guests, invitees, or lessees, in a manner consistent with Florida law.



The maximum daily fine shall not exceed \$100 (one hundred dollars) per day with a maximum continuing fine not to exceed \$1,000 (one thousand dollars) per infraction.

Section 7. Exhibits. The Exhibits to this Second Amended and Restated Declaration shall be deemed incorporated herein and shall have the same force and effect as if fully set forth above.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument this 19th day of March 2020.

Witnesses:	Highland Meadows Estates Association, Inc.
By: ___signature on file_____	By: _____signature on file_____
Albert V. Ruggiero,	Jean St-Cyr, President
By: ___signature on file_____	By: _____signature on file_____
James Innis	Mary Ann Munro, 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 acknowledgements, \_\_\_Jean St- Cyr\_\_\_\_\_ AND \_\_\_Mary Ann Munro\_\_\_\_\_ as President and Secretary respectively of HIGHLAND MEADOWS ASSOCIATION, INC. , to me well known to be the persons described in and who executed the foregoing Second 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 19th day of March, 2020.

*Jack Damone (signature on file)* \_\_\_\_\_  
 Notary Public

My commission expires: 10/22/2022

*Notary Seal on file*

## EXHIBIT "A"

In order to conserve the natural beauty of the Property, to ensure its best use and most appropriate development, to prevent the erection of poorly designed constructed improvements, to improve the quality of life of the Association's members the Property shall be subject to the additional following protective covenants, conditions and restrictions. The following Use Restrictions shall be considered as having the same force and effect as if set forth in full in the Association's Second Amended and Restated Declaration. Additionally, these 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 624 square feet excluding carports, utility room and unenclosed areas, have a covered carport with utility room and be in new or in like new condition or 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 x 30 carport roof over a concrete surface, 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 mobile home on Lot. Metal cabanas, screen rooms are permitted 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 outbuildings 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 five (5') feet from each sideline.
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 animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except for a dog or cat that is a member's household pet. Such pet shall be no larger than 30 pounds adult weight. Two (2) small pets per household are acceptable provided 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 the Owner's Lot. Any threatening or vicious behavior by a pet subjects that animal to immediate removal from the community. All

animal droppings must be picked up by the owner and disposed of in an acceptable manner.

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. Street parking is prohibited except for approved deliveries, pick-ups, or short time visitors. Overnight parking is prohibited. 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 or items. Gas engine golf carts or go carts are prohibited 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) day written notice at Owner's expense. All such removal costs shall be collectable in the same manner as an assessment including recording and foreclosing upon of a claim of lien.
10. No storage or storage building of any kind will be permitted under or around a 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 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 Lot Owner 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 of 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 an 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 authorized vehicle.
17. No hedge, fence or wall shall be within 25' of any streets, except the outer perimeter security fence or wall erected by Declarant along the west and north boundary of the subdivision. No other hedge, fence or wall exceeding 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 Association before erection or planting and maintained by the Owner as required by the Association.
18. Drying wash may be hung on a single pole, umbrella type hanger behind the mobile home 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 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. 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.

21. 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 as amended from time to time.
- ~~22.~~ Maximum motor vehicle speed on the common areas shall be 15 miles per hour or as determined by the Association.
23. No nuisance or immoral, improper or offensive conduct, as determined by the Board of Directors, shall be permitted or allowed on the Property. An Owner shall be responsible for the acts or conduct of himself, his family, guests, members, tenants or invitees, including liability for their damages to Common Areas caused by negligence or willful acts.
24. The area designated on the plat of Highland Meadows Estates as easement area may be used by any Public Utility, the Association or any governmental franchised entity for the installation access and maintenance of their facilities.
25. No window type air conditioning units shall be permitted on a Lot.
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 prior approval of the Association. No Lot 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 and/or federal law.
- (f) The provisions of this paragraph and each subparagraph shall apply to a transfer to, or a 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 also 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**

**HIGHLAND MEADOWS ESTATES  
ASSOCIATION, INC.**

**BYLAWS**

**AMENDED & RESTATED MARCH 18, 2004**



**BYLAWS OF HIGHLAND MEADOWS**  
**ESTATES ASSOCIATION, INC.**

**TABLE OF CONTENTS**

**ARTICLE I- IDENTITY**

- 1.1 *Office*
- 1.2 *Fiscal Year*
- 1.3 *Seal*
- 1.4 *Interpretation*

**ARTICLE II- MEMBERSHIP; MEMBERS' MEETINGS; VOTING AND PROXIES**

- 2.1 *Qualification*
- 2.2 *Annual Members' Meeting*
- 2.3 *Special Meetings*
- 2.4 *Notice of Members' Meetings*
- 2.5 *Quorum*
- 2.6 *Adjourned Meetings*
- 2.7 *Order of Business*
- 2.8 *Voting and Proxies*

**ARTICLE III- BOARD OF DIRECTORS**

- 3.1 *Number and Qualifications*
- 3.2 *Election*
- 3.3 *Term*
- 3.4 *Removal of Directors*
- 3.5 *Organizational Meeting*
- 3.6 *Regular Meetings*
- 3.7 *Special Meetings*
- 3.8 *Waiver of Notice*
- 3.9 *Quorum*
- 3.10 *Directors' Fees*
- 3.11 *Action Without Meetings*
- 3.12 *Executive Session*

**ARTICLE IV- POWERS OF THE BOARD OF DIRECTORS**

- 4.1 *Duties and Powers*
- 4.2 *Interpretation of Bylaws*

**ARTICLE V- OFFICERS**

- 5.1. *Officers*

**ARTICLE VI- DUTIES OF OFFICERS**

- 6.1. *President*
- 6.2. *Vice President*
- 6.3. *Secretary*
- 6.4. *Treasurer*
- 6.5. *Compensation*
- 6.6. *Committees*

**ARTICLE VII- FISCAL MANAGEMENT**

- 7.1. *Assessment Roll*
- 7.2. *Budget*
- 7.3. *Depository*
- 7.5. *Fidelity Bonds*

**ARTICLE VIII- PARLIAMENTARY RULES**

**ARTICLE IX- DECLARATION OF COVENANTS**

**ARTICLE X- AMENDMENTS**

**ARTICLE XI- MAINTENANCE OF COMMUNITY INTERESTS**

**ARTICLE XII- GENDER NEUTRAL**

## **ARTICLE I IDENTITY**

These are the Bylaws of HIGHLAND MEADOWS ESTATES 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 for its members.

### **1.1. OFFICE**

The office of the Association shall be, for the present, 109 N.W. 53<sup>RD</sup> Court, Deerfield Beach, Florida 33064, and thereafter may be located at any place in Broward County, Florida, designated by the Directors.

### **1.2 FISCAL YEAR**

The fiscal year of the Association shall be January 1 through December 31.

### **1.2. SEAL**

The seal of the corporation shall bear the name of the corporation; the word "Florida", the words "Not for Profit", and, the year 1975. The corporate seal shall be in the possession of the Secretary of the Board of Directors and be affixed by the Secretary to all documents relating to the official acts of the Association, as authorized by the Board of Directors.

### **1.3. INTERPRETATION**

The provisions of these Bylaws 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 as recorded on February 7, 1975 in O.R. Book 6102, page 525 through 533 of the Public Records of Broward County, Florida.

## **ARTICLE II MEMBERSHIP; MEMBERS' MEETINGS; VOTING AND PROXIES**

### **2.1. QUALIFICATION**

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.

### **2.2. ANNUAL MEMBERS' MEETING**

The annual members' meeting shall be held at the Community building of Highland Meadows Estates at 7:30 P.M., on the Third Thursday in February of each year, 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 at the next succeeding Thursday. Ballots of election of the Directors shall be cast from 3:30 P.M. until 7:30 P.M. in the Community Building and results will be announced at the close of the regular business meeting.

### **2.3 SPECIAL MEETINGS**

Special meetings shall be held at the Community building of Highland Meadows Estates or 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 officers upon receipt of a written request from one-third (1/3) of the entire membership.

### **2.4. NOTICE OF MEMBERS' MEETINGS**

Notice of all Members' Meetings stating the time and place within Broward Country, 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 ten (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 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.

## **2.5. QUORUM**

A quorum at members' meetings shall consist of twenty (20%) percent of the votes of the entire membership. The holders of a majority of the voting rights present in person 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 Bylaws a different vote is required, in which case such expressed provision shall govern and control the required vote on the decision of such question.

## **2.6. 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 or by proxy, may adjourn the meeting from time to time until a quorum is present.

## **2.7. ORDER OF BUSINESS**

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 Bylaws; (g) unfinished business; (h) new business; (i) adjournment.

## **2.8 VOTING AND PROXIES**

One vote may be cast by the member owning each lot of Highland Meadows Estates. If a lot is owned by more than one (1) individual, each lot is counted as one (1) total vote. Votes may be cast in person 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.

## **ARTICLE III BOARD OF DIRECTORS**

### **3.1. NUMBER AND QUALIFICATION**

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.

### **3.2. ELECTION**

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. Voting shall either be in person or by proxy.
- c. In any election for the Board of Directors, candidates will be ranked according to the number of votes received. The number of candidates necessary to fill the vacancies on the Board of Directors receiving the highest number of votes at the annual meeting of the members for each designated term shall be declared elected.
- d. The Board of Directors shall determine if a vacancy shall be filled by a member appointed by the Board of Directors, or by the remaining Directors until the next annual meeting.

### **3.3 TERMS**

The term of service of each Director beginning with the term of February 19, 2004, shall be as follows:

- a. The four 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.

### **3.4. REMOVAL OF DIRECTORS**

A Director may be removed from office upon the affirmative vote of two-thirds (2/3) of the members of the Association for any reason deemed by the members to be detrimental to the best interest 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.

### **3.5. ORGANIZATIONAL MEETING**

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 newly elected Board of Directors. At this meeting, the newly elected Board of Directors shall elect the President, Vice President, Secretary and Treasurer of the Board of Directors.

### **3.6. REGULAR MEETINGS**

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.

### **3.7 SPECIAL MEETINGS**

Special Meeting 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 telephone, which notice shall state the time, place, and purpose of the meeting, unless such notice is waived.

### **3.8. WAIVER OF NOTICE**

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.

### **3.9. QUORUM**

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 Directors shall constitute the acts 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 have been transacted at the meeting as originally called may be transacted without further notice.

### **3.10. DIRECTORS' FEES**

No director shall receive a salary or any other compensation whatsoever but shall be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these Bylaws. Any such reimbursement must be approved by a majority of the Board of Directors.

### **3.11. ACTION WITHOUT MEETINGS**

Any action which may be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if permitted by law and there is consent in writing setting forth the action taken, signed by all of the directors entitled to vote, or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or the committee. A consent shall have the effect of a unanimous vote.

### **3.12 EXECUTIVE SESSION**

The Board of Directors may from time to time meet in a closed executive session, as permitted by law, to discuss and vote on personnel matters, litigation in which the Association is or may become involved, or other business of a similar or otherwise sensitive nature.



## **ARTICLE IV POWERS OF THE BOARD OF DIRECTORS**

### **4.1. DUTIES AND POWERS**

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 as recorded in O.R. Box 6120, pages 525 through 533 of the Public Records of Broward County, Florida. Such powers and duties of the Directors shall include but not be limited to the following:

- a) Make and collect assessments against lots to defray the expenses of the Association;
- b) To use the proceeds of assessments in the exercise of its powers and duties;
- c) The maintenance, repair, replacement and operation of the Association property;
- d) The reconstruction of improvements after casualty and the further improvement of the property;
- e) To make and amend rules and regulations and to enforce same with respect to the use of the Association's property and facilities;
- f) To pay taxes and assessments which are liens against any part of the Association's property;
- g) To purchase and carry insurance for the protection of the Association, members and guests against casualty and liability
- h) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of this Association.

### **4.2 INTERPRETATION OF BYLAWS**

The Board of Directors shall have the corporate power to generally do everything permitted by not-for-profit corporations by law, statute, its Articles of Incorporation and these Bylaws and the Declaration of Covenants, Conditions and

Restrictions, and to determine the interpretation of these Bylaws, or any parts thereof, which may be in conflict or of doubtful meaning, and their decision shall be final and conclusive, so long as consistent with applicable law.

## **ARTICLE V OFFICERS**

### **5.1. OFFICERS**

The Board of Directors at their annual organizational meeting shall elect, to serve for a term as describes in Article III.4 of these Bylaws and until their successors shall be elected, a President, Vice President, Treasurer and Secretary, and such other officers as the Board of Directors may from time to time determine appropriate. Any person may hold two or more offices, except the President shall not also be the Secretary or Treasurer. The officers and directors shall not be liable for the debts of the Association.

## **ARTICLE VI DUTIES OF OFFICERS**

### **6.1 PRESIDENT**

The President shall be the chief executive officer of the Association. The President 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 Association. The President shall preside at all meetings of the members or the directors and enforce observance of the provisions of these Bylaws and all Rules and Regulations of the Association. The President may call special meetings of the Board of Directors, shall be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Association.

### **6.2 VICE PRESIDENT**

The Vice President shall assist the President in his duties, and in the absence or disability of the President, the Vice President shall perform and carry out all duties and responsibilities of the President. The Vice President shall perform such other duties as shall be prescribed by the Directors.

### **6.3. SECRETARY**

The Secretary shall keep, or cause to be kept, records and minutes of all meetings of the Board of Directors and the membership, and the Secretary shall be responsible for giving all required notices of meetings. The Secretary shall have custody of the Seal of the Association, and all membership records shall be kept under the supervision of the Secretary except those of the Treasurer. The Secretary shall perform such other duties as may be required by the Directors or the President.

### **6.4. TREASURER**

The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Directors, all monies of the Association, and it shall be the Treasurer's duty to collect monies due the Association. The Treasurer shall cause or cause to be kept, regular books of account and all financial records of the Association in accordance with good accounting practices, and shall prepare budgets and financial statements, when and in the form requested by the Board of Directors. The Treasurer shall deposit or cause to be deposited all monies of the Association in an account or accounts in the Association's name, in the bank or banks designated by the Board of Directors. The Treasurer shall keep the assessment rolls and accounts of the members and he shall perform all of the duties incident to the office of Treasurer. The Treasurer shall perform such other duties as may be required by the Directors or the President.

### **6.5 COMPENSATION**

The compensation, if any, of all contractors and/or 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.

### **6.6 COMMITTEES**

#### **a. Compliance committee**

The Compliance Committee shall consist of three (3), and not to exceed five (5) members, appointed by the Board of Directors. Function of the Compliance Committee shall be defined in Section 7.6 (b) of the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates.

b. Bylaws and Legal Committee

The Legal and Bylaws Committee shall be charged with the publication and interpretation of the Rules and Regulations and any other regulations and Bylaws of the Association and, generally, with all matters of a legal nature pertaining to the Association.

c. Nominating Committee

At a meeting of the Board of Directors held not more than 90 days and not less than 60 days prior to an annual meeting of the members, the Board of Directors shall appoint a Nominating Committee consisting of three Association Members. Members of the Nominating Committee shall serve for a term of one year or until their successors are appointed and qualified. Unless specifically requested by a majority of the Board of Directors, the Nominating Committee shall not nominate candidates to fill any vacancies occurring by reason of death, resignation or otherwise, for any unexpired term.

d. Ad Hoc Committees

The President, subject to the approval of the Board of Directors may, from time to time, (i) appoint ad hoc committees, with the powers and composition as the President shall determine, (ii) determine the powers and composition of the committees and the term of committee chairmen and members, and (iii) replace committee chairmen or members at any time, without cause.

e. Powers of Committees

The several committees shall act only in an advisory capacity, and the Individual members thereof shall have no power or authority.

f. Terms of Committee Chairmen and Members

Each committee chairman and each member of a committee shall serve until their replacement is designated.

## **ARTICLE VII FISCAL MANAGEMENT**

The provisions for assessments and related matters shall be supplemented by the following provisions:

## 7.1 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.

## 7.2. BUDGET

The Board of Directors shall adopt a budget for each fiscal year 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:

### a. Budget

- (i) Administration
- (ii) Recreation Building Maintenance
- (iii) Casualty and Liability Insurance
- (iv) Electric, water, sewer and gas
- (v) Social activities and recreation
- (vi) Equipment replacement, maintenance and upkeep
- (vii) Pool maintenance
- (viii) Road maintenance
- (ix) Lot maintenance
- (x) Garbage and Trash service
- (xi) Taxes on corporation property
- (xii) The Board of Directors may, at their options, determine and create a reserve fund for deferred assessments for repair or replacement

### b. Proposed Assessments:

- (i) Proposed annual assessments against each lot as to common expense services.
- (ii) Proposed special assessments against each lot for capital improvement, if any are anticipated.

Copies of the proposed budget and proposed assessments shall be transmitted to each member thirty (30) days prior to the adoption thereof. If the budget

subsequently is amended before the assessments are made, then a copy of the amended budget shall be furnished to each member concerned.

### **7.3. DEPOSITORY**

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 account shall be only by checks signed by such persons as are authorized by the Board of Directors.

### **7.4 AUDIT**

An audit of the account of the Association shall be made annually by either a Certified Public Accountant or by no less than 2 independent parties selected by the Board of Directors and a copy of the report shall be furnished to each owner not later than ninety (90) days following the fiscal year for which the audit is made.

### **7.5. FIDELITY BONDS**

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

## **ARTICLE VIII PARLIAMENTARY RULES**

Robert 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 Bylaws of the Association.

## **ARTICLE IX DECLARATION OF COVENANTS**

Declaration of Covenants, Conditions and Restrictions. The Association, in the conduct of its affairs, shall have all the rights, privileges and authority given to the Association as set forth in the Declaration of Covenants, Conditions and Restrictions of Highland Meadows Estates as recorded in O.R. Box 6102, page 525 through 533 of the Public Record 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.

## **ARTICLE X AMENDMENTS**

These Bylaws 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 Bylaws has been given the Lot Owners ten (10) days prior to the members' meeting and approved by two-thirds (2/3) vote of the Lot Owners.

## **ARTICLE XI MAINTENANCE OF COMMUNITY INTERESTS**

It is hereby declared the intent of this community to provide housing for persons 55 years of age or older. To demonstrate such intent, inasmuch as the community operated by the Highland Meadows Estates Association, Inc. was designed as an "adult community", sales, leases or other transfers of lots subject to these Bylaws shall not be permitted which would result in less than eighty (80%) percent of the dwelling units, that is mobile homes on residential lots, being occupied by at least one person fifty-five (55) years of age or older.

## **ARTICLE XII GENDER NEUTRAL**

Throughout these Bylaws, the masculine includes the feminine and neuter, the feminine includes the masculine and neuter, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, whenever the context requires or permits; and the use of any gender shall be deemed to include all genders.

**END**

**HIGHLAND MEADOWS ESTATES  
ASSOCIATION, INC.**

**RESOLUTIONS - RULES &  
REGULATIONS**

**AMENDED & RESTATED MARCH 19, 2020**



*Resolution of the  
Highland Meadows Estates Association, Inc.  
Resolution # 2020-2*

**RULES FOR LEASING / RENTING/ OCCUPANCY AND FINES FOR NON-COMPLIANCE**

**WHEREAS**, the Highland Meadows Estates Association, Inc. (“Association”) (“HMEE”), by and through its Board of Directors and consistent with its rule making authority set forth in its Declaration of Covenants, Conditions and Restrictions (“Declaration”), and consistent with conditions set forth in that Declaration, the Board of Directors does hereby set forth and adopt the following set of rules and restrictions for the purposes of both preserving the residential fabric of HMEE as well as providing clear guidelines for its owners/members and prospective owners.

Further, the State of Florida in which the Association is duly incorporated provides the governing bodies of homeowners’ associations with the authority to impose fines for failure to comply with its lawful and effectively communicated bylaws, covenants, rules or regulations.

Pursuant to its Covenants & By Laws, the Board of Directors of HMEE is empowered to act on behalf of the members of the Association in matters pertaining to its operations, advancement and wellbeing. To that end, the Board of Directors of the Association sets forth the following rules, compliance guidelines and fines for non-compliance with same.

- 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.
- Leases, rentals or other occupancies of durations between one (1) month through four (4) months shall require the completion of a Renter Application/Registration document (the document – Exhibit 1) available at the business office or on our website (HMEE.org), no later than thirty (30) days prior to the proposed start date. All individuals who will occupy the property during the lease / rental / other occupancy period shall be identified

in the document. Failure to do so will constitute a violation of the rules and shall subject the owner/applicant to fines. Absent follow-up communication/response from the BOD, said lease / rental /occupancy shall be considered authorized, consistent with the assertions and caveats contained in the application document.

- Leases, rentals or other occupancies for periods of four (4) though six (6) months shall require the submission of materials including both the proposed Lease and a Renter Application/Registration. The BOD decision relative to the approval or denial of said leases/rentals/other occupancies shall be communicated in writing to the owner/applicant. All individuals who will occupy the property during the lease / rental / other occupancy period shall be identified in the document. Failure to do so will constitute a violation of the rules and shall subject the owner/applicant to fines.
- Should the BOD at its sole and exclusive discretion deem that a criminal background check of the proposed renter(s) is in the best interest of the community, the costs of said background check shall be borne by the member/owner.
- All individuals, with the exception of a spouse (as determined by either US or Canadian law) or qualified and documented care-giver who will lease, rent or otherwise occupy an HMEE property shall be fifty-five (55) years of age or older however, authorized leases / renters / occupiers shall be granted the same child visitation privileges as members, as set forth in the Declaration, Article VI, Section 2. Age Restrictions (a).
- Offseason Exception: An exception to the above age restricted occupancy shall be granted to the children or siblings of members who, during the months of May through September may occupy a member's property for a period not to exceed 45 days in any calendar year. The 14/30-day restriction on children under the age of 18 is still applicable. Members are required to register this occupancy with the HMEE offices no later than 30 days prior to the start of that occupancy. No more than 30 homes in HMEE may be occupied at the same time using this exemption, which assuming all conditions are met, shall be granted on a first-come, first-serve basis. Members' dues must be current with no outstanding fines, to qualify for this exception.
- Surviving Spouse Exception: An under 55 years of age surviving spouse who is an Approved Occupant of a property, may continue to occupy that property providing that he/she is at least 50 (fifty) years of age at the time of his/her spouse's death. This exception shall be automatically granted unless or until its authorization would impinge upon the Association's HOPA 80% requirement.
- Member / owners who fail to comply with these rules and guidelines shall incur a fine of \$100.00 per day, up to the maximum fine set forth in the Declaration, Article VII General Provisions, Section 6. Fines.

- Pursuant to the General Affidavit executed by each owner at the time of their membership application and condition thereof, owner/members found in non-compliance shall be subject to both collection and legal costs incurred by the Association in pursuit of unpaid fines and/or compliance.

**SO RESOLVED AND SET FORTH HEREIN.**

**CERTIFICATE**

The undersigned here by certify: (1) they are the President and Secretary of the Association, (2) the foregoing is a true and correct copy of the resolution duly adopted at a properly noticed and held meeting of its Board of Directors on March 19, 2020, (3) the passage of this resolution was in all respects legal, and (4) this resolution is in full force and effect.

**Highland Meadows Estates Association, Inc.**

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

Jean St-Cyr, President

\_\_\_\_\_

Mary Ann Munro, Secretary

**EXHIBIT 1 - RESOLUTION 2020-2**

**RENTER/OCCUPIER APPLICATION / REGISTRATION**

This form must be completed and filed with the Association no later than thirty (30) days prior to the start of the rental/lease or other occupancy.

This form is not required for Approved Occupants previously registered for full-time occupancy with the Association at the time of property transfer.

This form is required if a guest, whether or not a family member of an Approved Occupant, will be staying with the Approved Occupant present in the home, for a period of more than 45 days.

If an Approved Occupant is not present at the property during the stay of a guest, this form must be completed for any duration of occupancy by another person/persons, whether or not there was monetary compensation involved.

ALL renters and other occupants must be 55 years or older, with the exception of the spouse of an age qualified renter/occupier or a qualified caregiver with proper medical documentation.

During the months May through September, under fifty-five (55) aged children or siblings (and their underage spouses and their children over the age of 18 years) of a deeded member/owner may be granted an exception to the age restriction for a period of no more than 45 days per year. Children under the age of 18 are still subject to the 14/30-day requirement. This exception is only available for 30 units in the Association at any point in time and will be authorized on a first come, first serve basis. **If this Application/Registration is requesting this exception, please check here \_\_\_\_\_.**

HMEE Owner(s) \_\_\_\_\_

HMEE Address: \_\_\_\_\_

HMEE Owner(s) Home Phone # If Operable or Best Mobile #: \_\_\_\_\_

Primary Renter/Occupant(S) Name #1 \_\_\_\_\_

#2 \_\_\_\_\_ #3 \_\_\_\_\_

#4 \_\_\_\_\_

Primary Renter/Occupier Date of Birth: #1\_\_\_\_\_

Renter/Occupier #2 Dob \_\_\_\_\_

Renter/Occupier #3 Dob \_\_\_\_\_

Renter/Occupier #4 Dob \_\_\_\_\_

**All renters/occupiers {with the exception of a legal spouse or medically documented caregiver} must be 55 years of age or older. Attach a copy of driver's license, passport or other photo ID to validate birthdates.**

Primary Renter #1 Cell Phone \_\_\_\_\_

Renter #2 Cell\_Phone \_\_\_\_\_

Renter #3 Cell\_Phone \_\_\_\_\_

Renter #4 Cell\_Phone \_\_\_\_\_

Primary Renter #1 Email: \_\_\_\_\_

Renter #2 Email: \_\_\_\_\_

Renter #3 Email: \_\_\_\_\_

Renter #4 Email: \_\_\_\_\_

RENTAL / OCCUPANCY DATES: FROM: \_\_\_\_\_

TO: \_\_\_\_\_ # OF CALENDAR DAYS: \_\_\_\_\_

**PRIMARY RENTER/OCCUPIER PERMANENT ADDRESS:**

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

COUNTRY \_\_\_\_\_ PHONE: \_\_\_\_\_

**PRIMARY RENTER/OCCUPIER CONTACT IN CASE OF EMERGENCY:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

**As a condition of approval for a lease, rental or non-owner occupancy, all owners, renters, occupants and visitors are subject to the rules and regulations of the Association and do hereby acknowledge the fact that they have read, understand and agree to abide by all said rules, regulations and restrictions as set forth in the Covenants & Restrictions and those that are posted in the Clubhouse, Swimming Pool and Recreational areas. Both owners and renters/occupants/lessees agree to comply with all terms and conditions set forth in the Association's Governing Documents.**

Owner(s) Signature (s) & Date:

\_\_\_\_\_  
\_\_\_\_\_

Lessee(s), Renter(s), Non-Owner Occupant Signature(s) & Date:

\_\_\_\_\_  
\_\_\_\_\_

For HMEE Office Use Only

Off season 45- day waiver request/approval # \_\_\_\_ of 30. Initials \_\_\_\_\_

**END**

*Resolution of the  
Highland Meadows Estates Association, Inc.  
Resolution # 2020-3*

**RULES PERTAINING TO THE APPROVAL PROCESS AND  
REQUIREMENTS FOR ALL TRANSFERS**

**WHEREAS**, the Highland Meadows Estates Association, Inc. ("Association") ("HMEE"), by and through its Board of Directors and consistent with its rule making authority set forth in its Declaration of Covenants, Conditions and Restrictions ("Declaration"), and consistent with conditions set forth in that Declaration, the Board of Directors does hereby set forth and adopt the following set of rules and restrictions for the purposes of both preserving the residential fabric of HMEE as well as providing clear guidelines for its owners/members and prospective owners.

All Transfers shall be accomplished pursuant to, and in compliance with the Declaration, **Exhibit "A". Section 26 (a) through (j).**

To provide a clear and consistent process to facilitate Transfers, the Board of Directors has developed a transfer process detailed in **Exhibit 1**, which shall be deemed incorporated herein and an integral part of this Resolution.

**SO RESOLVED AND SET FORTH HEREIN.**

**CERTIFICATE**

The undersigned here by certify: (1) they are the President and Secretary of the Association, (2) the foregoing is a true and correct copy of the resolution duly adopted at a properly noticed and held meeting of its Board of Directors on March 19, 2020, (3) the passage of this resolution was in all respects legal, and (4) this resolution is in full force and effect.

**Highland Meadows Estates Association, Inc.**

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

Jean St-Cyr, President

Mary Ann Munro, Secretary

## **EXHIBIT 1. RESOLUTION 2020-3**

### **PROSPECTIVE BUYER APPLICATION PACKAGE**

Thank you for your interest in Highland Meadows Estates Association, Inc. – East (HMEE).

**HMEE is a 55+, primarily owner-occupied community. To that end, occupancy by other than the approved buyers and leases/rentals are both strictly regulated and limited. Applicants must be individuals; corporations/partnerships/LLCs need not apply.**

**To preserve the Association's exemption as housing for persons 55 years or older as defined in the Federal Register, Part IV – Department of Housing & Urban Development- 24 CFR Part 100, with limited exception as specified in the rules and regulations governing Leasing/Renting/Occupancy and Fines for Non-Compliance, all (100%) of Lots/Properties must have an Approved Occupant in residency at the property at all periods of occupancy.**

Visitors/guests under age 18 may be permitted to visit for reasonable periods not to exceed two (2) consecutive weeks on any one occasion, or thirty (30) calendar days in any one calendar year.

**Further, as part of this application, prospective buyers will be provided with a copy of the rules and regulations governing Leasing/Renting/Occupancy and Fines for Non-Compliance, which they must agree to in writing, as part of the application/approval process.**

To be considered for ownership, applicants must complete and execute the following application forms and provide all requested documents and information. Upon completion of this package, please forward all documents and the application fee to our offices as indicated above. If you have any questions regarding the application, please leave a message on our answering machine or email us at [hmee@att.net](mailto:hmee@att.net), and we will contact you or furnish a response as soon as possible. **Should an applicant fail to provide any of the information / documentation requested in this package, the Board will deny your application without further action and return your application fee to you.**



Estoppel requests will be completed as requested, however, the required in-person interview with members of the Board of Directors will not be scheduled until ALL required documents have been properly completed and received by the Association. There will be no phone/skype interviews conducted; applicants must present themselves in person for interview by the Board.

Following our review of your application package and assuming all other requirements are met, a member of the Board or our Office Manager will contact you to schedule a personal interview with two or more of our Board members. This interview is a mandatory part of the review and approval process.

**Prior to the interview, you are required to read, review and understand the Covenants, Restrictions and By Laws that are being provided to you as a part of this application package, as well as the rules related to non-owner occupancy and rental. At the interview, you will be given ample opportunity to ask any questions you may have regarding these regulations and restrictions.** Once again, we thank you for considering HMEE as your new home.

Application Checklist:

- \_\_\_\_\_ Applicant/Owner Information, Secondary Address, Emergency Contact **(page 3)**
- \_\_\_\_\_ Applicant/Owner Age Compliance Certification **(page 4)**
- \_\_\_\_\_ Other Occupiers/Residents Age Compliance Certification **(page 5)**
- \_\_\_\_\_ Criminal Background Disclosure / Certification **(page 6)**
- \_\_\_\_\_ Certification of Compliance with the Declaration of Covenants, Conditions & Restrictions and By Laws (enclosed) **(page 7 – must be notarized before submitting)**
- \_\_\_\_\_ Certification of Compliance with HMEE Rules for Leasing, Renting & Occupancy & Fines for Non-Compliance **(page 8 & 9 – must be notarized before submitting)**
- \_\_\_\_\_ Certification of Truth and Accuracy of Application **(page 10 – must be notarized before submitting)**
- \_\_\_\_\_ Current (within 60 days of application) copy of FICO scores and/or credit reports for all prospective buyers
- \_\_\_\_\_ Agreement of Sale and/or Sales Contract
- \_\_\_\_\_ Application, Notary, Estoppel Processing Fee - **\$305.00** (this include a \$100 Estoppel fee)

**APPLICANT/ OWNER INFORMATION:**

LOT NO: \_\_\_\_\_ BLOCK NO. \_\_\_\_\_

HMEE ADDRESS: \_\_\_\_\_  
Deerfield Beach, Florida 33064

HMEE HOME PHONE NO: \_\_\_\_\_ (if any; land line only here)

APPLICANT/ OWNER NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

HOW LONG AT THIS ADDRESS: \_\_\_\_\_ OWN or RENT \_\_\_\_\_

CO-APPLICANT /CO-OWNER NAME: \_\_\_\_\_

HOW LONG AT THIS ADDRESS: \_\_\_\_\_ OWN or RENT \_\_\_\_\_

CELL PHONE #: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_  
(applicant /owner) (co-applicant/ co-owner)

EMAIL: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
(applicant /owner) (co-applicant/ co-owner)

**SECONDARY ADDRESS:** - list only if you intend on keeping this home after HMEE closing

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

COUNTRY: \_\_\_\_\_ LAND LINE PHONE AT THIS ADDRESS: \_\_\_\_\_

**EMERGENCY CONTACT:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**APPLICANT/ OWNER VERIFICATION/DOCUMENTATION**

OWNER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
PHOTO ID:  
TYPE OF ID: \_\_\_\_\_  
(co-applicant/co-owner – attach copy)  
WILL YOU BE OCCUPYING THE PROPERTY:    yes                    no    (circle your answer)

CO-OWNER#2: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
PHOTO ID:  
TYPE OF ID: \_\_\_\_\_  
(co-applicant/co-owner – attach copy)  
WILL YOU BE OCCUPYING THE PROPERTY:    yes                    no    (circle your answer)

CO-OWNER #3 \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
PHOTO ID:  
TYPE OF ID: \_\_\_\_\_  
(co-applicant/co-owner – attach copy)  
WILL YOU BE OCCUPYING THE PROPERTY:    yes                    no    (circle your answer)

CO-OWNER #4 \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
PHOTO ID:  
TYPE OF ID: \_\_\_\_\_  
(co-applicant/co-owner – attach copy)  
WILL YOU BE OCCUPYING THE PROPERTY:    yes                    no    (circle your answer)

Consents to Convey will only be issued with the names of qualifying applicants.

OTHERS OCCUPYING THE PROPERTY:

If anyone other than applicant(s) / owner(s) will be occupying this HMEH home, please provide the following information. If there are no other intended occupiers, please circle none. **NONE**

OTHER OCCUPIERS/ RESIDENTS AGE COMPLIANCE VERIFICATION

OTHER OCCUPIER #1: _____ DATE OF BIRTH: _____
DRIVERS LICENSE #: _____ STATE/PROVENCE: _____
(other occupier # 1 – attach copy)

OTHER OCCUPIER #2: _____ DATE OF BIRTH: _____
DRIVERS LICENSE #: _____ STATE/PROVENCE: _____
(other occupier #2 – attach copy)

OTHER OCCUPIER #3 _____ DATE OF BIRTH: _____
DRIVERS LICENSE #: _____ STATE/PROVENCE: _____
(other occupier #3 – attach copy)

OTHER OCCUPIER #4 _____	DATE OF BIRTH: _____
DRIVERS LICENSE #: _____ STATE/PROVENCE: _____	
(other occupier #4 – attach copy)	

**CRIMINAL BACKGROUND DISCLOSURE:**

Has applicant/owner ever been convicted of a felony \_\_\_\_\_

Yes                      No

If yes, please describe felony conviction, date of conviction, dates of time served (if any) and whether or not applicant/owner has completed probation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (add printed/typewritten sheet if needed).

Has co-applicant/co-owner ever been convicted of a felony \_\_\_\_\_

Yes                      No

If yes, please describe felony conviction, date of conviction, dates of time served (if any) and whether or not applicant/owner has completed probation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (add printed/typewritten sheet if needed)

**The same information related to the criminal background of any/all “other occupiers” must be provided on a separate sheet(s) and attached to this application. Applicants/occupants will not be summarily denied based upon a felony conviction and/or incarceration. The date(s), nature of the crime and post- conviction/incarceration applicant history will be considered by the Association in rendering its decision.**

**CERTIFICATION OF COMPLIANCE WITH GOVERNING DOCUMENTS - FINES AND**

**LEGAL/COLLECTION FEES INCURRED:**

I /we am/are a prospective buyer(s) of Lot \_\_\_\_ Block\_\_ also known as \_\_\_\_\_  
Deerfield Beach, FL 33064.

I / we have been provided, and have read and understand the Declarations of Covenants,  
Conditions and Restrictions and By Laws (CCRBL) of Highland Meadows Estates Association, Inc.  
- East (HMEE)

I/we understand that to be considered for approval, I/we will be required to meet in person with  
Members of the Board of Directors and will have the opportunity to ask questions or seek clarifications  
regarding any/all provisions of the CCRBL.

I/we understand that should we continue to seek approval following that meeting I/we agree  
to comply fully and faithfully with the rules and restrictions as set forth in the CCRBL and with  
any future amendments to said restrictions as may be duly and legally adopted by the governing  
body at some future date. Should I/we be unwilling or unable to fully comply as stipulated herein,  
we understand that we can withdraw our application and the estoppel fee of \$100 will be refunded  
to me/us.

I/we fully understand and agree to bear responsibility for the payment of any fines which may be  
properly levied for violations of any of the CCRBL provisions and for any collection and/or legal  
expenses which may be incurred by HMEE to secure compliance with said regulations and/or  
to pursue the collection of properly levied fines.

\_\_\_\_\_  
Applicant / Owner Printed Name

\_\_\_\_\_  
Co-Applicant/ Owner #2 Printed Name

\_\_\_\_\_  
Applicant / Owner Signature

\_\_\_\_\_  
Co-Applicant / Owner #2 Signature

\_\_\_\_\_  
Co-Applicant / Owner #3 Printed Name

\_\_\_\_\_  
Co-Applicant / Owner #4 Printed Name

\_\_\_\_\_  
Co-Applicant #3 Signature

\_\_\_\_\_  
Co-Applicant / Owner #4 Signature

\_\_\_\_\_  
Notary Signature & Stamp

**CERTIFICATION OF COMPLIANCE WITH HMEE RULES FOR LEASING / RENTING/ OCCUPANCY & FINES FOR NON-COMPLIANCE:**

The Board of Directors has established and adopted a set of rules consistent with its rule making authority for the purposes of both preserving the residential fabric of HMEE as well as providing clear guidelines for its owners/members and prospective owners.

Further, the State of Florida in which the Association is duly incorporated provides the governing bodies of homeowners' associations with the authority to impose fines for failure to comply with its lawful and effectively communicated bylaws, covenants, rules or regulations.

Pursuant to its Declaration and governing documents the Board of Directors of HMEE is empowered to act on behalf of the members of the Association in matters pertaining to its operations, advancement and wellbeing. To that end, the Board of Directors of Highland Meadows Estates Association Inc. – East, has set forth the following rules, compliance guidelines and fines for non-compliance with same.

- 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.
- Leases, rentals or other occupancies of durations between one (1) month through four (4) months shall require the completion of a Renter Application/Registration document (the document) available at the business office, no later than thirty (30) days prior to the proposed start date. All individuals who will occupy the property during the lease / rental / other occupancy period shall be identified in the document. Failure to do so will constitute a violation of the rules and shall subject the owner/applicant to fines. Absent follow-up communication/ response from the BOD, said lease / rental /occupancy shall be considered authorized, consistent with the assertions and caveats contained in the application document.
- Leases, rentals or other occupancies for periods of four (4) though six (6) months shall require the submission of materials including both the proposed Lease and a Renter Application/Registration. The BOD decision relative to the approval or denial of said leases/rentals/other occupancies shall be communicated in writing to the owner/applicant. All individuals who will occupy the property during the lease / rental / other occupancy period shall be identified in the document. Failure to do so will constitute a violation of the rules and shall subject the owner/applicant to fines.
- Should the BOD at its sole and exclusive discretion deem that a background check of the proposed renter(s) is in the best interest of the community, the costs of said background check shall be borne by the member/owner.
- All individuals, with the exception of a spouse (as determined by either US or Canadian law) or qualified and documented care-giver who will lease, rent or otherwise occupy an HMEE property shall be fifty-five (55) years of age or older however, authorized leases / renters / occupiers shall be granted the same child visitation privileges as members, as set forth in the Declaration, Article VI, Section 2. Age Restrictions (a).

- An exception to the above age restricted occupancy shall be granted to the children or siblings of members who, during the months of May through September may occupy a member's property for a period not to exceed 45 days. The 14/30-day restriction on children under the age of 18 is still applicable. Members are required to register this occupancy with the HMEE offices no later than 30 days prior to the start of that occupancy. No more than 30 homes in HMEE may be occupied at the same time using this exemption, which assuming all conditions are met, shall be granted on a first-come, first-serve basis. Member dues must be current with no outstanding fines, to qualify for this exception.
- Member / owners who fail to comply with these rules and guidelines shall incur a fine of \$100.00 per day, up to the maximum fine set forth in the Declaration, Article VII General Provisions, Section 6. Fines.
- Pursuant to the General Affidavit executed by each owner at the time of their membership application and condition thereof, owner/members found in non-compliance shall be subject to both collection and legal costs incurred by the Association in pursuit of unpaid fines and/or compliance.

I /we am/are a prospective buyer(s) of Lot \_\_\_\_ Block\_\_\_\_ also known as \_\_\_\_\_

\_\_\_\_\_ Deerfield Beach, FL 33064.

I / we have read and understand the Rules for Leasing / Renting/ Occupancy and Establishment of Fines for Non-Compliance detailed above.

I/we fully understand and agree to bear responsibility for the payment of any fines which may be properly levied for violations of any of these rules and for any collection and/or legal expenses which may be incurred by HMEE to secure compliance with said rules and/or to pursue the collection of properly levied fines.

\_\_\_\_\_  
Applicant/ Owner Signature

\_\_\_\_\_  
Co-Applicant / Owner #2 Signature

\_\_\_\_\_  
Co-Applicant/ Owner #3 Signature

\_\_\_\_\_  
Co-Applicant / Owner #4 Signature

\_\_\_\_\_  
Notary Signature & Stamp



**CERTIFICATION OF TRUTH AND ACCURACY OF THIS APPLICATION:**

I/We the applicants and prospective owner/owners hereby certify that all of the information supplied in this application is true and correct to the best of our knowledge. I/We further understand that the approval of this application for ownership/occupancy is based almost entirely upon the information I/we have provided herein as well as information provided at the personal interview with the Board to be conducted should this written application warrant same.

I/We further understand and agree that should the Association approve this application based upon incorrect, inaccurate, incomplete and/or faulty information and/or verbal disclosures or failures to disclose, that the Board on behalf of the Association will seek to remedy this matter by any and all means available to it under Florida State statutes.

\_\_\_\_\_  
Applicant/ Owner Signature

\_\_\_\_\_  
Co-Applicant / Owner #2 Signature

\_\_\_\_\_  
Co-Applicant/ Owner #3 Signature

\_\_\_\_\_  
Co-Applicant / Owner #4 Signature

\_\_\_\_\_  
Notary Signature & Stamp

**END**

**Resolution of the  
Highland Meadows Estates Association, Inc.  
Resolution # 2020-4**

**ESTABLISHMENT AND CONFIRMATION OF LATE FEES &  
APPLICATION/ TRANSFER PROCESSING FEES**

WHEREAS, the Highland Meadows Estates Association, Inc. ("Association") ("HMEE"), by and through its Board of Directors and consistent with its rule making authority set forth in its Declaration of Covenants, Conditions and Restrictions ("Declaration") and consistent with conditions set forth in that Declaration **Article IV-Section 6. Effect of Non-Payment of Assessments; Remedies of the Association**, the Board of Directors does hereby set forth and adopt the following late fees for calendar year 2020:

**Due date plus 29 days - \$ 0 late fee**

**Due date plus 30 days - \$25.00**

**Due date plus 60 days - additional \$25.00. Account to attorney, if arrangements not approved. Attorney letter if needed, additional \$100**

**For every 30 days thereafter - additional \$25.00**

Subsequent payments made shall be applied against the outstanding balance inclusive of late fees. This could leave the current dues balance in arrears and subject to additional late fees.

Failure to pay assessments and late fees may result in the Association bringing an action of law against the Owner(s) or foreclose the lien against the Lot in question, should such lien be filed and recorded.

FURTHER, pursuant to its **Declaration, Exhibit "A" - 26 (B)**, the Board of Directors does hereby set forth and adopt the following transfer application fee for calendar year 2020:

**Transfer/Application Processing Fee - \$305 (inclusive of estoppel fee and notary fee)**

Late fees and transfer application processing fees as set forth and detailed herein, shall continue to be applied in future calendar years unless and until modified by subsequent Resolution of the Association.

**SO RESOLVED AND SET FORTH HEREIN.**

**CERTIFICATE**

The undersigned here by certify: (1) they are the President and Secretary of the Association, (2) the foregoing is a true and correct copy of the resolution duly adopted at a properly noticed and held meeting of its Board of Directors on March 19, 2020, (3) the passage of this resolution was in all respects legal, and (4) this resolution is in full force and effect.

**Highland Meadows Estates Association, Inc.**

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

Jean St-Cyr, President

\_\_\_\_\_

Mary Ann Munro, Secretary

**END**

## ESTABLISHMENT OF POLICY & PROCEURE FOR THE LEVY AND COLLECTION OF FINES FOR NON-COMPLIANCE

WHEREAS, the Highland Meadows Estates Association, Inc. (“Association”) (“HMEE”), by and through its Board of Directors and consistent with its rule making authority set forth in its Declaration of Covenants, Conditions and Restrictions (“Declaration”) and consistent with conditions set forth in that Declaration **Article VII- Section 6. Fines**, as well as the 2019 Florida State Statutes, Chapter 720.305, the Board of Directors does hereby set forth and adopt the following policy and procedure for the assessment and collection of fines and further remedies for violation(s) of the Association’s Governing Documents, to include all duly adopted rules, regulations and restrictions (hereafter referred to as “Governing Documents”).

In the event that a member, tenant, guest or invitee occupying a parcel/lot/property or using a common area violates a provision of the Association’s Governing Documents, the Association shall have the right to levy reasonable fines, in an amount not to exceed \$100.00 per day. Such fine shall be levied for each day of a continuing violation, up to an aggregate amount of \$1,000, at which time a lien against the parcel may be filed.

As provided by Florida law, the Association will attempt to recover both the fine and reasonable attorney fees in any subsequent legal action.

Fines shall be levied/imposed utilizing the following procedure:

1. The Association shall provide notice to the offending party(s) (owner, occupant, lessee, invitee) detailing the specific violation; the action(s) necessary to redress the violation; the amount of the fine to be imposed; the date that such fine will commence; whether that fine is a one- time fine or a per day fine for each day of continuing violation; the maximum amount of the fine assuming continuing violation; the right of the Association to file a lien against the parcel/property should the aggregate fine reach \$1,000; and, the

offending party's right to a hearing.

2. This notice shall be in writing and hand-delivered or mailed in a fashion where receipt by the offending party can be reasonably confirmed and shall be accomplished at least 14 days prior to the commencement of the fine.
3. Should the offending party desire a hearing, he/she must advise the Association that he/she is invoking that right within the 14-day period following notice. However, should the hearing committee confirm the fine assessed by the Association, the date of the commencement of that fine shall remain as stated in the notice.
4. In the event a hearing is desired by the offending party, the Board of Directors shall appoint a Hearing Committee of three or five members who are neither officers, directors or employees of the Association nor, the spouse, parent, child, brother or sister of an officer, director or employee.
5. The role of the Hearing Committee is strictly limited to determining whether to confirm or reject the fine levied by the Board. As such, the Hearing Committee may not alter in any manner, the amount, date, remedy, etc. set forth in the notice. Unless the Association's Governing Documents establish provisions for "hardships" related to the specific violation cited, "hardship" claims offered by the offending party may not be considered.
6. If the proposed fine is confirmed by the Hearing Committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. If the Hearing Committee by majority vote does not approve a proposed fine, it shall not be imposed.
7. Hearing Committees shall be ad hoc in nature and shall be appointed as needed to address a specific fine and subsequent hearing request.

In the event that the Association seeks to impose a temporary suspension of the use of common facilities by member/owner, or his/ her tenant, guest

or invitee it shall do so in compliance with Florida Statute 720.305 -Section 2 (a) and (b).

In the event that the Association seeks to suspend the voting rights of a member for non-payment of a fine, fee or other monetary obligation, it shall do so in compliance with Florida Statute 720.305-Sections 3 through 6.

**SO RESOLVED AND SET FORTH HEREIN.**

**CERTIFICATE**

The undersigned here by certify: (1) they are the President and Secretary of the Association, (2) the foregoing is a true and correct copy of the resolution duly adopted at a properly noticed and held meeting of its Board of Directors on November 19, 2020, (3) the passage of this resolution was in all respects legal, and (4) this resolution is in full force and effect.

**Highland Meadows Estates Association, Inc.**

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

Jean St-Cyr, President

\_\_\_\_\_

Mary Ann Munro, Secretary

**END**

**LEVY & COLLECTION OF FINES FOR NON-COMPLIANCE**

**NOTICE OF FINE FOR NON-COMPLIANCE**

This notice is to advise you that you are in violation of a provision of the Association's Governing Documents and that the Board of Directors is levying a fine for non-compliance.

Offending Party: \_\_\_\_\_

Address of Offending Party:

\_\_\_\_\_

Specific Violation: \_\_\_\_\_

Action(s) Necessary to Remedy the Non-Compliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior Notice of Violation (if any) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of this Notice: \_\_\_\_\_ Date Fine Will Commence:  
\_\_\_\_\_

Amount of Fine : \_\_\_\_\_ One Time: \_\_\_\_\_ or Per Day until  
remedied: \_\_\_\_\_

Maximum Amount of Fine: \$1,000.00, at which time a lien may be filed on  
the parcel/property.

Right to Hearing: you have the right to a hearing before a Committee of  
Members, constituted in accordance Resolution 2020-6, with the limited  
authority described therein (see attached ). To exercise this right, please  
contact the Association in writing by mail or email ([hmee@att.net](mailto:hmee@att.net)). A  
Committee will be appointed, and a hearing scheduled as soon as practical.  
You will be advised of the date/time of the hearing in the same manner  
you requested same (mail or email). All hearings will be held at the HMEE  
Business Office, 109 NW 53<sup>rd</sup> Court, Deerfield Beach, FL 33064.

Questions: should you have questions regarding this matter, they must be  
forwarded to the Association in writing, by mail or email. Responses will  
ne provided using that same method of communication.

Notice Issued for the Association By:

\_\_\_\_\_  
Print Director/Officer Name

\_\_\_\_\_  
Signature of Director/Officer

**END**



**REPORT OF HEARING COMMITTEE**

Name of Offending Party: \_\_\_\_\_

Notice of Violation / Fine Provided to All Committee Members:

\_\_\_\_\_ Yes                  \_\_\_\_\_ No

Hearing Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: HMEE Business Office, 109 NW 53<sup>rd</sup> Court, Deerfield Beach, FL 33064

Documents Provided by the Offending Party: see attached (if any)

Additional Documents Provided by the Association : see attached (if any)

Appearing for the Offending Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appearing for the Association : \_\_\_\_\_

\_\_\_\_\_

Finding:

After reviewing relevant documents and statements related to this matter, the Committee by *majority vote*:

\_\_\_\_\_ confirms the fine

\_\_\_\_\_ rejects the fine

This decision is being provided to both the Association and the Offending Party this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Printed Name Committee Member

\_\_\_\_\_  
Signature Committee Member

\_\_\_\_\_  
Printed Name Committee Member

\_\_\_\_\_  
Signature Committee Member

\_\_\_\_\_  
Printed Name Committee Member

\_\_\_\_\_  
Signature Committee Member

\_\_\_\_\_  
Printed Name Committee Member

\_\_\_\_\_  
Signature Committee Member

\_\_\_\_\_  
Printed Name Committee Member

\_\_\_\_\_  
Signature Committee Member

**END**