

This instrument prepared by/return to:
Chase Mills, Esq.
McCabe | Ronsman
110 Solana Rd., Suite 102
Ponte Vedra Beach, FL 32082

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR HIGHLAND GLEN**

The undersigned officers of Highland Glen Owners Association, Inc., the corporation in charge of the operation and control of a residential community known as Highland Glen ("Association") according to the Declaration of Covenants, Conditions, Restrictions and Easements for Highland Glen, as recorded in Official Records Book 11026, Page 2402, et seq., of the Public Records of Duval County, Florida ("Declaration"), hereby certify that the following amendments to the Declaration were approved upon a seventy-five percent (75%) vote of the Class A Members voting in person or by proxy at a special Association meeting held on June 8, 2021, at which there was a quorum. The undersigned further certify that the amendments were proposed and approved in accordance with the governing documents and applicable law.

(Additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by ~~strikethrough~~)

X. USE OF PROPERTY

10.1. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements hereof, the specific references to ARB approval set forth in this Article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this Article.

...

(b) Residential Use; Leasing. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time share ownership of Lots shall be permitted without Developer's approval. ~~Nothing herein shall be deemed to prevent any Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws, nor to prevent Developer from convening the use of a platted lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences as model homes during the development and sale of the Property nor from undertaking such activities as are necessary and convenient to develop the Property or construct Residences thereon.~~ No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers,

clients, employees, licensees or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this paragraph by reason thereof.

All leases of Residences must be in writing and shall be for a minimum of seven (7) consecutive calendar months, and no Residence may be leased more than twice during any calendar year. Lease for the purposes of this Declaration includes, without limitation, the regular, exclusive occupancy of a dwelling by any person or entity other than the Owner, short-term vacation rentals, and hosting and guest services (including, without limitation, services such as VRBO, Airbnb, HomeAway, and other such similar services). Not less than the entire Residence may be leased, and at no time shall individual rooms, a fraction or a portion of a Residence be leased. Arrangements in which Immediate Family Members occupy individual rooms are not subject to this Section. "Immediate Family Members" shall mean regardless of actual or perceived sexual orientation, gender identity or legal marital status, the individuals living as a family unit in the Residence, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent, or any other person living in the Residence who qualifies as a "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Residence.

The Association may adopt a form that Owners must complete incident to any lease of a Residence, which may request information the Association may deem appropriate, including, but not limited to, a copy of the lease agreement, the designation of a mailing address for the Owner to receive official Association correspondence, and contact information for the tenants and occupants. All tenants and other invitees shall comply with the Association's governing documents. The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). Pursuant to this Declaration, the Association's Board of Directors shall have the power to make and enforce additional reasonable rules and regulations regarding the leasing of Residences.

In addition to all other remedies, and to the maximum extent allowed by law, the Association may levy reasonable fines against an Owner or Owner's tenant for failure to comply with any leasing provision or restriction in this Declaration of Rules and Regulations. Any fine may not exceed \$100 per day per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of \$1,000.00 or greater may become a lien against the Lot, which shall constitute an assessment on the Lot and shall be enforced in the same manner

that liens for assessment are enforced pursuant to Article VIII hereof, and Chapter 720, Florida Statutes.

IN WITNESS WHEREOF, Highland Glen owners Association, Inc. has caused this certificate to be executed in its name on this 8th day of April, 2021.

Witnesses

[Signature]
Signature of Witness 1

Anna Hornstein
Printed

[Signature]
Signature of Witness 2

Andrea Dockery
Printed

Highland Glen Owners Association, Inc.

[Signature]
President

Judy Officer
Printed

[Signature]
Secretary

JULIE SPELMAN
Printed

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8th day of April, 2021, by Judy Officer, as President, and Julie Spelman, as Secretary, of Highland Glen Owners Association, Inc., on behalf of the corporation.

[Signature]
(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: _____

