



CFN 20060371009
OR BK 20514 PG 0669
RECORDED 06/22/2006 16:07:52
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0669 - 673; (5pgs)

This Instrument Prepared by and Return to:

Mark F. Grant, Esq.
Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR HIGHLAND GROVE ESTATES**

This instrument ("Amendment") is made as of this 16th day of June, 2006 by HIGHLAND GROVES ESTATES, LLC, a Florida limited liability company ("Declarant"), whose principal office is located at 18999 Biscayne Blvd., Suite 105, Aventura, Florida 33180, and joined in by HIGHLAND GROVE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"), whose principal office is located at 18999 Biscayne Blvd, Suite 105, Aventura, Florida 33180.

WHEREAS, Declarant has executed and recorded in Official Records Book 20384, Page 0947 of the Public Records of Palm Beach County, Florida, a certain "Declaration of Covenants, Restrictions and Easements for Highland Grove Estates" (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant has executed and recorded in Official Records Book 20402, Page 1795 of the Public Records of Palm Beach County, Florida, a certain "Amendment to Declaration of Covenants, Restrictions and Easements for Highland Grove Estates"; and

WHEREAS, the Declaration provides in Article XII, Section 8, Paragraph 1 that prior to the "Turnover Date" Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Highland Grove Estates" (as such terms are defined in the Declaration); and

WHEREAS, Article XII, Section 8, Paragraph 1 of the Declaration also provides that the Association shall, upon the request of Declarant, join in any such amendment; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein; and

WHEREAS, Declarant requests the joinder and consent of the Association; and

WHEREAS, the Turnover Date has not occurred as of the date first above written; and

WHEREAS, the changes to the Declaration set forth in this Amendment do not materially impair the common plan of development of Highland Grove Estates.

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

2. Article VIII, Section 2.A is hereby amended as follows:

“The Owner of each Home must keep and maintain his/her Home and the Improvements thereon, which are not maintained by the Association, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his/her Home which, if omitted, would adversely affect Highland Grove Estates, the other Owners or the Association and its Members. The Owner of each Home shall be responsible for any damages caused by a failure to so maintain such Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited, to the caulking and maintenance of the doors and windows (including glass and frame) of the Home, and the exterior surface of such doors and windows shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Home further agrees that in the event he/she damages any portion of the central irrigation system located upon his/her Lot, the Owner shall be responsible for repairing said damage. The Owner of a Home further agrees to pay for all utilities, such as telephone, cable television, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to his/her Home. The Owner of each Home shall be responsible for insect and pest control within the Home.

Whenever the ~~maintenance~~, repair and replacement of any items which ~~an Owner~~ the Association is obligated to maintain, repair or replace ~~at his/her own expense~~ (such as the Common Structural Elements contained within an Owner's Home) is occasioned by any loss or damage which may be covered by any insurance which is required to be maintained in force by ~~the Association~~ an Owner, as provided in Article XI, Section 1 of this Declaration, the proceeds of the insurance received by ~~the Association~~ such Owner (and payable to such Owner and the Owner's mortgagee, if any) shall be given by such Owner to the Association to be used by the Association for the purpose of making performing such maintenance, repair or replacement. Any insurance proceeds remaining after the Association has restored the Common Structural Elements may be used by the Owner to restore the interior of the Owner's Home. ~~except that~~ Notwithstanding the foregoing, the Owner shall be, ~~in said instance~~, required to pay to the Association such portion of the costs of such ~~maintenance~~, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such ~~maintenance~~, repair or replacement.

3. Article VIII, Section 2.G is hereby amended to read in its entirety as follows:

“Each Owner shall keep ~~the interior~~ all portions of his/her Home insured for full replacement value, including the Common Structural Elements contained within the Owner’s Home and shall name the Association as additional insured on the insurance policy. Evidence of such coverage shall be furnished to the Association promptly upon the Board’s request. No Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association. In the event any Owner fails to maintain such insurance, the Association may (but shall not be obligated to) purchase such insurance in the name of and on behalf of such Owner and charge the Owner for the cost thereof. In the event the Owner does not reimburse the Association for such cost within ten (10) days of demand therefor, the Association may place a lien against such Owner’s Home and foreclose against such lien in the same manner as a lien for unpaid Assessments. The Association shall maintain casualty insurance on each Building in which Homes are located.”

4. The first paragraph of Article X is hereby amended as follows:

“Except as indicated in Section 1 below, the Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses.”

5. Article XI, Section 1 is hereby amended as follows:

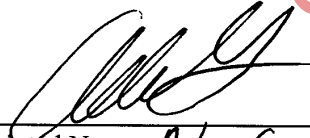
“Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property and on all Improvements comprising the Homes, excluding the interior portions thereof which are the maintenance responsibility of the Owners, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property and Homes in developments similar to Highland Grove Estates in construction, location and use. Each Owner of a Home shall maintain and carry property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, on all Improvements comprising the Home, including but not limited to, the Common Structural Elements contained with the Home.”

5. This Amendment shall become effective upon recording amongst the Public Records of Palm Beach County, Florida.

6. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

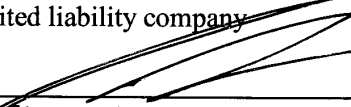
WITNESSES:


Printed Name: Adam Grossman

Printed Name: Kenyel Cruz

DECLARANT:

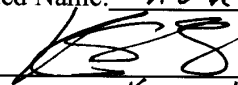
HIGHLAND GROVES ESTATES, LLC, a Florida limited liability company

By: 
Alan Macken, Manager
Date: 5-16-06

(SEAL)

ASSOCIATION:

HIGHLAND GROVE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit


Printed Name: Adam Grossman

Printed Name: Kenyel Cruz

By: 
Name: Alan S. Macken
Title: Manager
Date: 5-16-06

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ALAN MACKEN, the Manager of HIGHLAND GROVES ESTATES, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced HIS FLORIDA DRIVER LICENSE as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16TH day of June ____, 2006.



JOSEPH LEUNG
MY COMMISSION # DD 370901
EXPIRES: March 10, 2009
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida at Large

JOSEPH LEUNG
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ALAN MACKEN, the President of HIGHLAND GROVE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me or has produced HIS FLORIDA DRIVER LICENSE as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16TH day of June ____, 2006.



JOSEPH LEUNG
MY COMMISSION # DD 370901
EXPIRES: March 10, 2009
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida at Large

JOSEPH LEUNG
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: