

Prepared by and Return To:

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**CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODS WALK HOMEOWNERS' ASSOCIATION, INC. (this "Certificate of Amendment") is made this 15 day of March, 2021 by **WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), as follows:

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for Woods Walk was recorded in the Official Records of Palm Beach County, Florida, in Official Records Book **5458**, Page **1169** (the "Declaration");

WHEREAS, at a properly noticed meeting of the membership of the Association, held on March 2, 2021, continued to March 3, 2021, the attached amendments to the Declaration were approved by the membership in accordance with the provisions of the Declaration;

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration attached hereto as Exhibit "A" are a true and correct copy of the amendments as approved by the membership:

IN WITNESS WHEREFORE, this Certificate of Amendment has been signed by the Association on the date set forth below.

**Signed, Sealed and Delivered
in the presence of:**

Witness No. 1

By: [Signature]

Print Name: James T. Hinson

Witness No. 2

By: [Signature]

Print Name: Jennifer Campbell

**WOODS WALK HOMEOWNERS'
ASSOCIATION, INC.**
a Florida not-for-profit corporation

By: [Signature]

Brenda Ungerer, President

By: [Signature]

Alan Adler, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of March, 2021, by Brenda Ungerer, as President, and by Alan Adler, as Secretary of Woods Walk Homeowners' Association Inc., a Florida not-for-profit corporation, who are personally known to me or produced FL D/L as identification and did take an oath.



JACQUELINE ANN BORJA
Notary Public, State of Florida
My Comm. Expires March 17, 2023
Commission No. GG 312401

Handwritten signature of Jacqueline Ann Borja

Notary Public, State of Florida

 Handwritten signature of Jacqueline Ann Borja
Print Name of Notary Public

My Commission Expires:

A

AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODS WALK

(Additions shown by "underlining",
deletions shown by "~~strikethrough~~",
unaffected text shown by * * *)

ARTICLE XI

USE RESTRICTIONS

Section 1. RESTRICTIONS ON USE OF LOTS AND COMMON PROPERTY:

(B) Leasing and Occupancy of Lots:

(1) Leasing: Lots may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Lot. All leases or occupancy agreements shall be in writing and subject to the approval of the Association as provided herein.

(k) Lots owned by a corporation, partnership, or trust, or other entity ~~(other than Declarant)~~, as permitted by the provisions of the Declaration, shall be subject to the restriction on leasing during the first 24 months of ownership. Notwithstanding, officers of the corporation, members of the Limited Liability corporation, partners of the partnership, trustee and/or beneficiaries of the trust may, upon the written approval of the Association in accordance with the requirements set forth herein, reside in the Lot during the first 24 months of ownership provided that there is no payment of rent or other remuneration between the approved occupant(s) and the Lot Owner. An entity may change the designated occupant(s) no more than once per year.

(2) Leasing Cap: Leased or rented Lots shall not, at any time, exceed five percent (5%) of the total number of Lots in Woods Walk, provided, however, a Lot owned or leased by the Association shall not be included in the total number of Lots for the purpose of calculating the five percent (5%) limitation on leases or rentals within Woods Walk and the Association shall not be subject to such leasing limitation or restriction. The Association or a designee or agent thereof shall maintain a waiting list of owners desiring to lease Lot(s). The lease of a Lot owned by the record owner of the Lot as of the effective date of this amendment, or any immediate family member of such record owner who subsequently obtains title to the Lot by devise or inheritance, shall be exempt from the above five percent (5%) limitation on leases or rentals within Woods Walk, and shall not be subject to any wait list and the owner shall be permitted to lease the Lot in accordance with this Article XI for as long as such owner owns the Lot. An "immediate family member" of an owner, for purposes of this Article XI, Section 1(B)(2)

shall be defined as the spouse, parent, grandparent, child, brother or sister of the owner or the parent, grandparent, child, brother or sister of the owner's spouse.

Additionally, if a Lot is being leased and the Association approves a subsequent new lease of the Lot, with the same or different lessee(s), within ninety (90) days of the date the lease terminates, the new lease shall be exempt from the above five percent (5%) limitation and shall not be subject to any waiting list, provided, however, that the Association may determine to extend such ninety (90) day period to one hundred twenty (120) days in the event a hardship is established by the owner, as determined by the Board of Directors of the Association, and this exemption shall not apply to Lots transferred subject to a lease.

(E) Vehicles and Parking.

(1) The following vehicles or items ("prohibited vehicles") shall be prohibited from parking anywhere within Woods Walk unless parked within the garage of the Dwelling and may be parked outside of the garage of the Dwelling if it falls within the exceptions under subsection 2 below: Golf carts; trucks with or without a camper top or cover except as otherwise allowed under subsection 2 below; agricultural vehicles; dune buggies; swamp buggies and all-terrain and off-road vehicles; any trailer or other device transportable by vehicle towing; semis, tractors or tractor-trailers; buses; limousines; travel-trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile homes; truck-mounted campers attached or detached from the truck chassis; motor vehicles not having any bodies whatsoever or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers or which have flat or missing tires; vans and sport utility vehicles except as otherwise allowed under subsection 2 below; and boats and boat trailers except as may otherwise permitted by other provisions of the Declaration; and other such motor vehicles.

(2) The following exceptions to the prohibited vehicles and items referenced under subsection 1 above shall be permitted, and need not be parked within the garage of the Dwelling:

(a) Moving vans for the purpose of loading and unloading, and only during reasonable hours.

(b) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

(c) Service and delivery vehicles, servicing the Property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

(d) Police and Emergency vehicles.

(e) A two-axle van or two-axle sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

(f) A pickup truck which is not a commercial vehicle as defined below and which has a carrying capacity not exceeding $\frac{3}{4}$ one ton;

(g) Golf carts, only when in use or charging, provided, however:

i. Golf carts may only be parked in the driveway while charging;

ii. Owners are not permitted to charge a golf cart outside of the garage of the dwelling for longer than one (1) twenty-four (24) hour period;

iii. Golf carts may be parked in the backyard of a Lot if the golf cart is screened from view.

(3) A "commercial vehicle" means any motor vehicle which has an outward appearance of being used in connection with business (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a removable sign or logo or a covered sign or logon shall not, with the sign/logo removed/covered, be considered a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo displayed.

(4) No maintenance or repair shall be performed upon any boat or motor vehicle anywhere within the Property except within the garage of the Dwelling, provided, however, the charging of golf carts or electric vehicles is not maintenance or repair.

(5) The Association shall be permitted to tow a prohibited vehicle from the Property, including Lot, only upon the association's mailing of advance written notice to the Owner or tenant, as applicable; the cost of the tow shall be borne by the owner of the vehicle."

(NN) No Entity Ownership: No Lot, or interest therein, shall be sold, transferred, conveyed, or otherwise titled in the name of a corporation, limited liability company, partnership, association or other entity, except when titled as follows: (i) in the name of a trust created for estate planning purposes, (ii) in the name of a family entity created for non-business purposes; (iii) in the name of the Association obtaining title to a Lot by foreclosure, or deed in lieu of foreclosure; (iv) in the name of an Institutional Mortgagee obtaining title to a Lot by foreclosure, or deed in lieu of foreclosure.