

**SECOND NOTICE OF ANNUAL MEETING
OF WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**

TO ALL MEMBERS:

On **Thursday, May 28, 2026 at 7:00 PM**, at the **Woods Walk Tennis Court**, the Annual Meeting of the Association will be held for the purpose of **voting on proposed amendments to the governing documents** and conducting the lawful business of the Association. A copy of the proposed amendments is included with this Notice. The agenda for the Annual Meeting is:

1. Certifying Quorum - Call to order.
2. Proof of Notice of Meeting.
3. Reading and disposal of unapproved minutes.
4. Reports of Officers.
5. Reports of Committees.
6. Unfinished Business.
7. New Business: Vote on proposed amendments to the governing documents.
8. Adjournment.

Pursuant to Florida law, an election of the directors of this Association is not required, since the number of candidates was less than or equal to the number of vacancies to be filled. Accordingly, the names of the New Board Members will be announced at the Annual Meeting.

VOTING BY PROXY

If you are unable to attend the Annual Meeting and wish to vote by proxy, please note the following information about **PROXIES**:

1. A **proxy** is for the purpose of establishing a quorum and appointing **another person** to vote for you in the event you might not be able to attend the meeting. It must be signed by the person authorized to cast the vote for the lot. If you want to vote and do not attend the Annual Meeting, **you must vote by proxy**.

2. The proxy should be submitted to the Association **prior to the scheduled time of the meeting**. It can be sent via hand-delivery to the Management Office, via mail addressed to the Association's mailing address at: **Woods Walk Homeowners' Association, Inc., c/o AAPM, LLC, 1686 S. Federal Hwy., #327, Delray Beach, FL 33483**, or via email to: **mbilawsky.aapm@gmail.com**. It is encouraged that the proxy be submitted as long before the meeting as possible in order to avoid delay in registration.

3. If you appoint a proxy and later decide you will be able to attend the meeting in person, you may **withdraw** your proxy when you register at the meeting.

4. A proxy may be **revoked** in writing or **superseded** by a later proxy to another person. It may also be **assigned** (substituted) by the person designated on the proxy to a third person if the person you designate as proxy decides that he or she will be unable to attend the meeting.

5. A **proxy form** is enclosed with this notice for your use, if needed.

NOTICE OF BOARD OF DIRECTORS' MEETING

Immediately following the Annual Meeting, the organizational meeting of the Board of Directors will be held for the purpose of electing officers of the Association and such other business as may lawfully be conducted. The agenda for the Board Meeting is as follows:

1. Certifying quorum – Call to Order
2. Proof of Notice of Meeting
3. New Business: Elect Officers.
4. Adjournment.

Date: May 11, 2026

BY ORDER OF THE BOARD OF DIRECTORS

Tim O'Connor

Tim O'Connor, Secretary

LIMITED PROXY

The undersigned Lot Owner or Voting Member of Lot No. _____ located at _____ (street address) in **Woods Walk**, appoints (Check one):

_____ a) **Tim O'Connor, Secretary** of the Association, on behalf of the Board of Directors, or

_____ b) _____ (if you check b, write in the name of your proxy) as my proxyholder*, with power of substitution, to attend the meeting of the members of **Woods Walk Homeowners' Association, Inc.** to be held **Thursday, May 28, 2026 at 7:00 PM**, at the **Woods Walk Tennis Court** and any adjournment/recess thereof. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

GENERAL POWERS: By signing this proxy, your proxyholder automatically has general powers to vote on other issues that might come up at the meeting for which a limited proxy is not required. You can choose not to grant such general powers by checking the box below:

_____ I **do not** grant general powers to my proxyholder.

LIMITED POWERS: (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

- 1. **Vote to amend Article V, Section 2, of the Declaration of Covenants and Restrictions regarding acquisition of personal property by the Association.**

_____ **AMEND** _____ **DO NOT AMEND**

- 2. **Vote to amend the following Articles of the Declaration of Covenants and Restrictions regarding Association maintenance, repair and replacement of mailboxes on lots:**

**Article V, Section 3,
Article V, Section 3 (G)
Article VII, Section 1
Article XI, Section P**

_____ **AMEND** _____ **DO NOT AMEND**

- 3. **Vote to amend Article VI, Section 6, of the Declaration of Covenants and Restrictions regarding special assessments.**

_____ **AMEND** _____ **DO NOT AMEND**

4. **Vote to amend Article XI, Section A, of the Declaration of Covenants and Restrictions regarding screening and approval of transfers.**

_____ AMEND _____ DO NOT AMEND

5. **Vote to amend Article XI, Section S(6) of the Declaration of Covenants and Restrictions regarding height of fences and structures.**

_____ AMEND _____ DO NOT AMEND

6. **Vote to amend Article XI, Section X, of the Declaration of Covenants and Restrictions regarding signage.**

_____ AMEND _____ DO NOT AMEND

7. **Vote to amend Article VII, Section 1, of the By-Laws regarding fines.**

_____ AMEND _____ DO NOT AMEND

Date: _____.

SIGNATURE OF OWNER OR VOTING MEMBER:

Signature: _____ Print Name: _____

*Failure to check either (a) or (b), or, if (b) is checked, failure to write in the name of the proxy, is an appointment of the Secretary of the Association as your proxyholder.

DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the proxyholder if they wish to appoint a substitute proxyholder.

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Date: _____.

PROXYHOLDER

THIS PROXY IS REVOCABLE BY THE OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

PROPOSED
AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WOODS WALK

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
sections skipped but unchanged are shown as "** * **")

* * *

ARTICLE V

ASSOCIATION PROPERTY AND COMMON PROPERTY

* * *

SECTION 2. ACQUISITION AND SALE OF PROPERTY. The Association shall have the power and authority to acquire such interests in real ~~and personal~~ property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members; provided that any such determination shall have the consent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose. The Board of Directors shall be authorized to acquire personal property on behalf of the Association. Any property acquired pursuant to this section shall be Association Property.

SECTION 3. MAINTENANCE OF PROPERTY: The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ~~and repair~~ and replacement of the Association Property (except as otherwise set forth herein), ~~and the Common Property and all improvements on Lots which are required to be maintained, repaired and replaced by the Association hereunder.~~ Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

* * *

(G) All mailboxes on Lots.

(~~G~~ H) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve the benefit of the Members of the Association.

* * *

ARTICLE VI
ASSESSMENTS

SECTION 1. AUTHORITY. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

* * *

SECTION 6. SPECIAL ASSESSMENT: The Association may levy a Special Assessment against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director, officer and member of the A.R.B. or the Association. All Special Assessments shall be at a uniform amount for each Lot assessed regardless of whether a particular Assessment effects all Owners, or a particular Owner. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. ~~A Special Assessment shall require the approval of two thirds (2/3) of the votes of each Class of members of the Association who are voting in person or by proxy, at a duly convened regular or special meeting at which a quorum exists and such meeting is called at least in part to secure this approval.~~

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ARTICLE VII
MAINTENANCE OF PROPERTY

SECTION 1. ASSOCIATION RESPONSIBILITIES: The Association shall be responsible for maintenance of the Association Property, ~~and~~ the Common Property and those certain improvements located on Lots as more fully described in Article V, Section 3 of this Declaration.

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ARTICLE XI
USE RESTRICTIONS

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

- (A) Residential Use, Approval of Leases and Occupancy Agreements

All Lots shall be used as single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. In order to insure a community of congenial residents and thus protect the value of the Lots, ~~the rental of a Lot, whether by lease, rental, occupancy, or otherwise is subject to the following provisions:~~ the following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void ab initio (void at inception), and shall confer no title or interest whatsoever upon the intended purchaser, lessee or transferee:

- (a) All sales of Lots except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional Mortgagee encumbering a Lot or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.
- (b) All transfers by lease.
- (c) All transfers by gift.
- (d) All transfers by devise or inheritance.
- (e) Any other transfer of title to or possession of a Lot.

~~(1) A Lot Owner desiring to transfer an occupancy interest in the Owner's Lot must file a written application and any other documents required by the Association including an application fee, the proposed lease, if a rental, or other document authorizing the occupancy. Any submitted Application that is not completed in full and that does not include the applicable application fee will not be processed. An Application that does not comply with the Association's requirements shall be void ab initio and shall be deemed a failure of the proposed lessee or occupant to facially qualify for residency in the Association and the lease, rental or occupancy shall not be made.~~

(1) Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, the Letters of Administration issued to a deceased owner's Personal Representative in the event of a transfer by devise, a copy of the lease and application fee in the case of a lease, a copy of the trust documents in the case of a transfer through a trust, and a copy of any other documentation pertaining to a proposed transfer and the proposed transferee(s) and all intended occupants as the Association may reasonably require, completed applications on forms prescribed by the Association and such other and further information about the intended transferees or occupants as the Association may reasonably require. The Association will conduct background investigations and screen all prospective purchasers, lessees, and occupants of a Lot, with such screening being conducted by

the Association or a third-party screening company hired by the Association. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee to be determined by the Board from time to time. Any person who occupies a Dwelling in excess of thirty (30) days cumulatively in any calendar year who is not initially screened and approved in connection with a sale, lease or other transfer and who is not occupying a Dwelling as of the effective date of this amendment, shall be screened as a tenant under this Article XI.

~~(2) Within thirty (30) days of receipt by the Association of the completed Application, the application fee and other documentation as may be required by the Association, the Association shall either approve or disapprove the proposed lease or other occupancy arrangement. Within thirty (30) days of receipt of the last of the information required pursuant to Section 1 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer. If approved, a certificate of approval shall be executed by the Association and delivered to the lessee or occupant. If disapproved, the Association shall neither have the duty to provide an alternate lessee, or occupant, nor shall it assume any responsibility for the denial of an application. The Board of Directors may establish, from time to time, criteria for consideration of applicants.~~

~~(a) Approval. In the event the Association approves a lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.~~

~~(b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless "good cause" exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Article XI, Section 1 hereof, provide the Owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Lot on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the Owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Owner does not agree with the appraisal, the Owner may select and pay for another appraisal and the purchase price shall be the average of the two~~

appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a).

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Lot. Good cause shall be defined to include the following:

- (1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Lot by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations; or
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or
- (3) For transfers by sale, the person seeking approval intends to purchase the Lot without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Lot with a loan to value ratio (based upon the bona fide sale price) in excess of eight percent (8%); or
- (4) Any applicant has a minimum credit score below 700 (or such other minimum score required by the Board from time to time in order to keep such score current and not stale) on any of the recognized major credit reporting agencies or a comparable score on a comparable credit reporting index from another country; or
- (5) Any applicant takes possession of the Lot prior to approval by the Association as provided for herein; or
- (6) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as

evidenced by his conduct in Woods Walk as a lessee, guest, Owner or occupant of a Lot or based upon information provided from other sources; or

(7) The applicant fails to comply with the requirements of Article XI, Section 1; or

(8) No transfer of title will be approved if, at the time of the closing, the Lot is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable statute, or if the Lot is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

(c) Disapproval of Lease. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable.

* * *

(P) Residence Graphics: The size and design of all signs, outside lamp posts, mailboxes and other such materials shall be approved by the A.R.B. to insure continuity and conformity through the entire Property.

* * *

(S) Setback Requirements: Minimum setback requirements are:

* * *

(6) No structure of any kind, including fences in excess of ~~five (5)~~ six (6) feet high, shall be permitted in any building setback area, or on a Lot line without prior written consent from all easement holders, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian device are permitted provided they do not extend more than four (4) feet into the setback area and provided they are properly screened from view in a manner approved by the A.R.B.

* * *

(X) Signs: No signs, advertisements or notices of any kind shall be displayed to the public view on any Lot; provided, however, that the following shall not violate this Article XI, Section 1.X:

1. Official Notices of the Association;

2. Signs on permitted vehicles as permitted elsewhere in this Declaration;

3. One "For Sale" sign only on the Lot of not more than three feet by two feet in size, and if placed on a post, the top of the sign shall not exceed five feet from ground level for not more than one hundred eighty (180) days;

4. One sign of a reasonable size provided by a contractor for security services within ten feet of the entrance of the Dwelling; and

5. Vehicle bumper stickers and parking decals which do not indicate that the Lot is for sale or for rent, and one sign advertising the vehicle for sale; no other signs on vehicles shall be permitted.

PROPOSED
AMENDMENT TO THE
BY-LAWS OF
WOODS WALK HOMEOWNERS' ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
sections skipped but unchanged are shown as "***")

* * *

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Property and Association Property, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; specifically, the Board of Directors shall have the authority to levy a fine of up to \$250 per violation against an owner for any violation of the Declaration of Covenants and Restrictions for Woods Walk, the Articles of Incorporation, these Bylaws, and the Rules and Regulations, as same may be amended from time to time, regardless of whether the violation occurs on a lot on the common property. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000 in the aggregate. Each and every violation shall be the responsibility of the Owner regardless of whether the offending party is the Owner or the Owner's tenant, family, agent, guest or invitee. ~~If the fine is not timely paid, it~~ Fines shall be deemed an assessment and collectible in the same manner as an assessment.