

Prepared by and Return to:
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Palm Beach County, Florida
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WOODS WALK**

WHEREAS the Declaration of Covenants and Restrictions for Woods Walk is recorded in the Public Records of Palm Beach County, Florida in Official Records Book 5458, Page 1169; and

WHEREAS, at a duly called and noticed meeting of the membership of Woods Walk Homeowners Association, a Florida not-for-profit corporation, held on May 27, 2015, the aforementioned Declaration was amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the amendment to the Declaration attached hereto are the amendments approved by the membership.

IN WITNESS WHEREOF, WOODS WALK HOMEOWNERS ASSOCIATION has caused this Certificate of Amendment to be executed in accordance with the authority hereinafter expressed this 11 day of June, 2015.

Paul Medlin
Print Name: Paul Medlin
Witness

Alysa Scott
Print Name: Alysa Scott
Witness

WOODS WALK HOMEOWNERS
ASSOCIATION, INC.

Dolores Romano
By: Dolores Romano, President

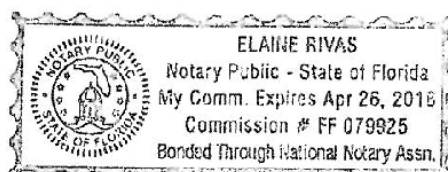
Jeffrey Mart
By: Jeffrey Mart, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of June, 2015 by Dolores Romano as the President and Jeffrey Mart as the Secretary of Woods Walk Homeowners Association, who are personally known to me or who has produced _____ and _____ as identification.

Elaine Rivas
Notary Public
My Commission Expires:

(SEAL)



**AMENDMENT TO THE DECLARATION FOR WOODS WALK
RECORDED IN OFFICIAL RECORDS BOOK 5458, PAGE 1170, PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA**

(NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS)

1. Proposed Amendment to Article XI, Sections (A) and (B) of the Declaration.

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

All Lots shall be used only 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:

(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.

(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 approve or disapprove the proposed lease or other occupancy arrangement. 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.

(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.

(a) It is the Association's intent to discourage the leasing of Lots as a regular practice for business, commercial, speculative, investment or other similar purposes; therefore, except as expressly provided in this Article, no lease or occupancy by any party except the approved owners of a Lot shall be permitted for a Lot during the 24 months after an Owner acquires title to that Lot. Notwithstanding

anything to the contrary, the Board of Directors may grant, in its sole discretion, an exception for hardship.

(b) If the Association approves a rental or lease, the approval shall not release the Owner from any obligation under the Declaration.

(c) No more than one lease is permitted for a Lot during any twelve month period. All leases must be for a duration of at least six (6) months and not more than one (1) year.

(d) All leases shall be deemed subject to the Declaration. The Board of Directors may require that a uniform form of lease be utilized for all leases of Lots.

(e) The Association has the authority and standing to evict any lessee of an Owner who is in breach or violation of the lease agreement or the Declaration.

(f) If a leasing Owner is delinquent to the Association for the payment of any assessment or other monetary obligation due to the Association, and the Association or its representative delivers a written demand to the Owner's lessee(s), then the lessee shall remit rental payments owed upon receipt or when owed in the future to the Owner/Lessor directly to the Association to the extent of any delinquency.

(g) A leasing Owner indemnifies, holds harmless and is jointly and severally liable with his or her lessees, occupants, guests and invitees to the Association for any amount which is required by the Association to effect repairs or to pay any claim for injury or damage to property caused by their acts and/or omissions, whether due to negligence or otherwise.

(h) If not expressly stated in a lease, then the lease shall be considered to include a subordination of the Owner/Lessor's rights to the Association's as stated in the Declaration.

(i) During a lease to other than an Owner's immediate family, the Owner shall not be able to utilize any Owner rights, except that of voting and reasonable access to the Lot for inspection and maintenance.

(j) A guest staying in the Lot for more than thirty (30) days shall be considered a tenant, notwithstanding whether any money is exchanged, and subject to the screening and approval by the Association.

(k) Whenever any Lots is owned or leased by a corporation, partnership, or trust, or other entity (other than Declarant), 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, trustees 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. the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least ten (10) days prior to closing, a particular married couple or an individual who shall be entitled to use the Lot and to exercise the rights of a

~~Member hereunder. On the designated family or individual and guests may use the Parcel. The right of occupancy or use of a Lot may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Lot, as approved by the Association in accordance with the terms set forth hereinbelow. The family or other entity which shall occupy the Lot shall execute a written covenant in favor of the Association whereby the individual or the members of the family occupying the Lot shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgement that the use of the Lot by the individual or the family shall continue only so long as the entity shall continue to be a Member of the Association or lessee of such a Member. Upon demand by the Association to any of the aforementioned Owners to remove any party given permission to use a Lot owned by the corporation, partnership, trust or other entity because of a failure of such party using the Lot to comply with the terms and conditions of this Declaration or the rules and regulations of the Association, the Lot Owner shall forthwith cause such party occupying the Lot to be removed. In the event the Lot Owner fails to remove the party using the Parcel, the Association, as agent of the Lot Owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the Lot Owner, and it shall be reimburse the Association therefor, upon demand, for the costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur in the removal.~~