

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

FOR WOODS WALK

THIS AMENDMENT made this 10th day of November, 1987, by and between BMC DEVELOPMENT AT WOODS WALK, INC., a Florida corporation, ("Declarant") and WOODS WALK HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit ("Association").

WHEREAS, Declarant is the sole owner of that certain real property commonly known as WOODS WALK, as more particularly described in Exhibit "A" to that certain Declaration of Covenants and Restrictions for Woods Walk recorded October 22, 1987, in Official Record Book 5458, page 1169, Public Records of Palm Beach County, Florida ("Declaration"), a portion of which has been dedicated to the Association by WOODS WALK PLAT ONE and PLAT TWO, as filed in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida in Plat Book 5, pages 1 and 6, respectively; and

WHEREAS, Declarant and Association desire to amend certain provisions of the Declaration as hereinafter provided.

NOW, THEREFORE, Declarant and Association hereby amend the Declaration as follows:

(1) The first sentence of Section 3, paragraph (D) of Article VIII entitled "Easement Grants" is hereby amended to read as follows:

"Easements are hereby reserved throughout the Property by Declarant (except those portions upon which Improvements have been constructed) for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development of the Property."

(2) Section 1, paragraph (F) of Article IX entitled "Architectural Controls" is deleted in its entirety and replaced with the following:

"(F) In the event A.R.B. fails to provide written objection to any plans or specifications or to any construction not meeting standards specified in this Article IX within six (6) months following completion of a dwelling on a lot and issuance of a Certificate of Occupancy by governmental agencies having jurisdiction thereover, all such standards, plans, specifications or conditions shall be deemed accepted by the A.R.B."

(3) Section 1, paragraph (K) of Article XI entitled "Use Restrictions" is amended to provide that the second floor element of a two-story Dwelling, whether fully walled or being of the balcony or the loft type, shall contain not less than 600 square feet of living area.

(4) The second sentence of Section 1, paragraph (Q) of Article XI entitled "Use Restrictions" is amended to read as follows:

"Except as shall be required to complete construction of a Dwelling and related improvements in accordance with plans and specifications approved by the A.R.B., no trees of four (4) or more inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the A.R.B."

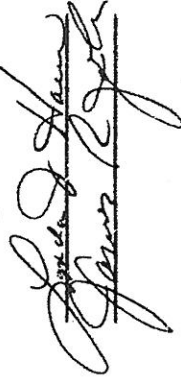
(5) Section 2, paragraph (B) of Article XIII entitled "Insurance" is amended to provide that the minimum amount of public liability insurance coverage shall be \$500,000.00 each person and \$2,000,000.00 each incident.

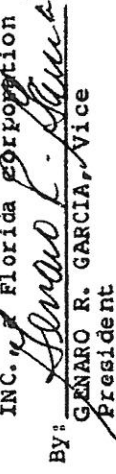
(6) The parties hereto acknowledge that Article X of the Declaration was intentionally omitted.

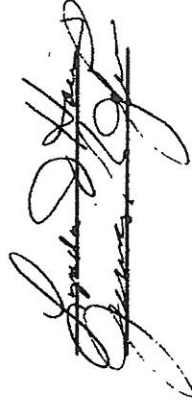
(7) All other terms and conditions of the Declaration shall remain as originally set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

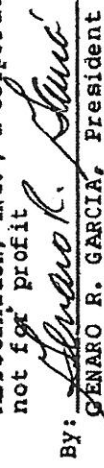
Signed, sealed and delivered
in the presence of:


Genaro R. Garcia

DECLARANT:
BMC DEVELOPMENT AT WOODS WALK,
INC., a Florida Corporation
BY: 
GENARO R. GARCIA, Vice
President


Genaro R. Garcia

ASSOCIATION:
WOODS WALK HOMEOWNER'S
ASSOCIATION, INC., a corporation
not for profit

BY: 
GENARO R. GARCIA, President

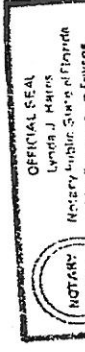
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared GENARO R. GARCIA, well known to me, and, well known to me to be the Vice President of BMC DEVELOPMENT AT WOODS WALK, INC., a Florida Corporation, and he acknowledged executing the same in the presence of two subscribing witnesses 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.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of November, 1987.


NOTARY PUBLIC
My Commission Expires

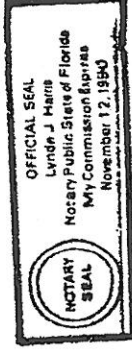
STATE OF FLORIDA
COUNTY OF PALM BEACH



I HEREBY CERTIFY that on this day authorized in the State and County last aforesaid to take acknowledgments, personally appeared GENARO R. GARCIA, well known to me, and, well known to me to be the President of WOODS WALK HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation, and he acknowledged executing the same in the presence of two subscribing witnesses 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.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of November, 1987.


NOTARY PUBLIC
My Commission Expires:



Prepared by and Return to:
Lynda J. Harris
Beena Casey Chiles Lubitz Martins
McKenna & O'Connell
515 North Flagler Drive, 16th Floor
West Palm Beach, Florida 33401

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

PROPOSED AMENDMENTS
TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
WOODSWALK

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5458, Page 1189, of the Public Records of Palm Beach County, Florida

As indicated herein, words underlined are added and words hyphenated through are deleted.

Item 1. Article XI, Section (1E) of the Declaration shall be amended to read as follows:

~~(E) Recreational and Commercial Vehicles~~ On-premise vehicles: No boats, recreational vehicles, ~~trucks~~, trucks in excess of 3/4 ton, ~~step vans, semi-trailers or cabs, tractor trailers, and motor homes, or any vehicle which has been modified or equipped for off the road use, such as, but not limited to, vehicles with oversized tires or raised bumpers, commercial vehicles, or other motor vehicles,~~ except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot except within a garage attached to a Dwelling, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot except within a garage attached to a Dwelling. Notwithstanding the foregoing, certain trucks or vans that may be considered recreational vehicles may be permitted on a Lot upon prior written approval of the Board of Directors, and service and delivery vehicles may park on a Lot during regular business hours, as needed for providing services or deliveries to the Lot. No vehicle of any kind shall be parked overnight on any Street.

Item 2. Article XI, Section (1P) of the Declaration shall be amended to read as follows:

(P) Residence Graphics: The size and design of all signs, ~~house-numbering~~, 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.

Item 3. Article XI, Section (1S/8) of the Declaration shall be amended to read as follows:

(8) No structure of any kind, including fences in excess of four ~~(4)~~ five (5) feet high, shall be permitted in any building setback area, or on a Lot ~~line~~ without prior written consent from all assessant holders, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices 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.

Item 4. Article XI, Section (1U) of the Declaration shall be deleted as follows:

(U). ~~Garage: Garage doors shall be kept closed at all times, except as necessary for ingress and egress into and out of the garage.~~

ORB 7801 Pg 1722
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

Item 5. Article XI, Section (1BB) of the Declaration shall be amended to read as follows:

(BB) ~~Walls and Hedges:~~ Walls, Fences and Hedges: No boundary wall, or fence or hedge having a height of more than four (4) feet shall be built or maintained on any Lot within the twenty five (25) foot front setback. ~~within the fifteen (15) foot rear setback or within the seven and one-half (7-1/2) feet of any side lot line.~~ No boundary wall or fence may be installed on the property line of any side or rear lotline without prior written consent from all easement holders. No fence wall or hedge of any type shall be located on the rear of any lakefront lot except for appropriate fencing around patio or pool areas as approved by the A.R.B. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Lot (except that such fences may be temporarily permitted during construction of Improvements on a Lot, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

Item 6. A new Section (1L) of the Declaration shall be added to read as follows:

(1L) Basketball Installation: No backboards may be installed on any home or structure on a lot. Only a removable pole shall be permitted. No pole or any other equipment may be installed on any easement or right-of-way. All equipment must conform to materials approved by the A.R.B. and backboard color must be white, slate gray or clear; the pole must be aluminum or metal. Notwithstanding anything contained herein, written approval from the A.R.B must be obtained prior to any installation.

AUG-01-1994 4:19 PM 94-262289

086 8368 Pg 139

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF WOODS NALK HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as Amendment to the Bylaws of Woods Walk Homeowners' Association, Inc. The original Declaration of Covenants and Restrictions for WoodsWalk is recorded in Official Records Book 5458, Page 1169 of the Public Records of Palm Beach County, Florida.

DATED this 27 day of July, 1994.

As to witnesses:

WOODS WALK HOMEOWNERS' ASSOCIATION,
INC.

Sign Concordia By:  **Michael Eby**
President

President

Print Constance C. Harmon Print McNALL E By

Print

Sign Rachel L. Th Address BPMS - Woods-Water Shop

Address

Print/ Rachel LOTH

1

Sign _____

Sign _____

Secretary _____

Sign

Secretary

Print Beverly Allen Print Doris Carraway

Print

Sign Brenda Alan Address 164 Cross Pine Court

Address

Lake Ubeon FE 33467

STATE OF FLORIDA) ss
COUNTY OF PALM BEACH)

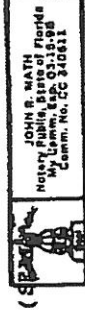
BEFORE ME personally appeared Michael Eby, the President at Woods Walk Homeowners Association, Inc., and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 2nd day of July, 1994.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires: 3/15/94

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

5031017.15C



This is a certified copy

This is

ORB 8368 Pg 1373
DOROTHY H MILKEN
CLERK OF THE COURT - PB COUNTY, FL

AMENDMENT TO THE BYLAWS FOR
WOODS PALM HOMEOWNERS' ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5458 at page 1169 of the Public Records of Palm Beach County, Florida.

ARTICLE VII(1)(a) of the Bylaws shall be amended to read as follows:

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 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 or on the common property. 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 shall be deemed an assessment and collectible in the same manner as an assessment.

Return to: (enclose self-addressed stamped envelope)

Name

Address:

NOV-02-1994 3:55PM 94-367320
088 8490 Pg 587
11111111111111111111

Property Appraisers Parcel Identification (File) Number(s):

**CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS
OF WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as the amended Rules and Regulations of Woods Walk Homeowners' Association, Inc. The Original Declaration of Covenants and Restrictions is recorded in Official Records Book 3458 at Page 1169 of the Public Records of Palm Beach County, Florida.

DATED this 20 day of October, 1994.

WITNESSES

WOODSWALK HOMEOWNERS'
ASSOCIATION, INC.

Sign: [Signature]

Sign: Frank Goldsmith

Print: Frances Adams

Print: Frank Goldsmith, president

Sign: [Signature]

Sign: Aileen Gradoski

Print: Cherice Adams

Print: HAIR GRADOSKI, Secretary

STATE OF FLORIDA) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared FRANK GOLDSMITH, President and DIANE GRADOSKI, Secretary of Woods Walk Homeowners' Association, Inc. and known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

NOTARY PUBLIC

Sign: [Signature]

Print: John E. MAX

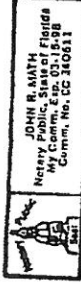
State of Florida at
Large.

My Commission expires: 3/15/98

This instrument prepared by: /

Edward Dicker, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue South, Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

50310110.amd



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This is a copy of the original document.
RULES AND REGULATIONS FOR WOODS WALK

The following Rules and Regulations are in addition to the Rules and Regulations recorded in Woods Walk Declaration of Covenants. These rules are promulgated by the Board of Directors as extensions of existing rules and are made part of the Documents and recorded at the Palm Beach Courthouse.

Safety and welfare of the residents are generally enhanced by a cooperative atmosphere where residents have proper regard for the comfort of others and other's property.

Parking or driving on any grass, including swale areas, landscaped areas, preserve areas, common property (except when using the facilities at tennis court area), or any walkways within the community is prohibited. This includes mopeds, dirt bikes, gas powered vehicles, motorcycles and ATVs.

A vehicle that cannot operate on its own power shall not remain on common property or any roadway for more than 24 hours.

A vehicle that is unregistered or unlicensed shall not remain on any lot, common property, or any roadway for more than 24 hours.

Any vehicle that is leaking oil, transmission fluid, gasoline or the like is prohibited and unit owners shall be responsible for any damage to parking areas, preserve areas, etc. caused by their vehicles or those of their guests.

Damage incurred by any vehicle to the irrigation system, grass, landscaped areas, parking areas, preserve areas, or the sidewalk pavement will be charged to the lot owner.

Any planting, maintaining, or removing materials from the common areas is strictly prohibited without written permission from the Homeowners Association.

Exterior of houses shall be maintained and must be painted when house starts to peel or becomes stained excessively. Roofs that become stained must also be cleaned.

No commotion by any resident or guest shall be created on the common property.

Any pet which is considered noisy and/or a nuisance by surrounding residents shall not be left unattended outside, including patio or screened in areas.

No swimming/wading in the lake by residents, their guests, or pets.

Trash or lawn clippings/branches, etc. cannot be left at curb before 6:00 P.M. the previous day of pickup and shall be kept from view before that time. Empty containers and recycling bins must be removed from the curb the same day of pickup.

This is a copy of the original document.

DBS 8490 Pg 589
CORRUTHY H. WILKIN, CLERK PB COUNTY, FL

These Rules and Regulations may be amended or added to from time to time. Rules may be further revised by the Board of Directors whenever they become obsolete, inequitable or fail to cover existing conditions.

Should any conduct be deemed to be in violation of the Rules and Regulations, the Board of Directors will notify the individual owner that the conduct is in violation. If conduct does not cease and desist, the Board of Directors shall have the right and authority to enforce rules and regulations by assessing fines.

All attorneys fees, filing fees, and other expenses incident to the enforcement of these Rules shall be paid by the owner of the lot to have violated these rules, regardless of whether a lawsuit has been filed.

Any complaint alleging a violation or violations of these Rules and Regulations shall be made to Management. Any such complaints received shall be acted upon at the next convened regular meeting of the Board of Directors.

In the event any Rule and Regulation contained herein shall be deemed invalid by a Court of competent jurisdiction, such fact shall in no way affect the validity of any other Rule or Regulation.

The Board of Directors, through its appointed representative shall have full power and authority to enforce these Rules and Regulations.

Violations of Rules and Regulations herein may subject the violator to whatever remedies are available to the Association in the Declaration of Covenants as expressed in the documents.

Any fines imposed may be appealed to the Board of Directors.

PREPARED BY AND RETURN TO:
JAY STEVEN LEVINE, P.A.
2500 North Military Trail, Suite 490
Boca Raton, Florida 33431
(561) 999-9925

CFN 20050218678
OR BK 18415 PG 1067
RECORDED 04/14/2005 15:43:01
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1067 - 1069; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS FOR
WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**

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

WHEREAS, the By-Laws of the Association were recorded in Official Record Book 12039, at Page 1689, Public Records of Palm Beach County, Florida

WHEREAS, Article XIV, Section 1 of the Articles of Incorporation and Article XIII, Section 1 of the By-Laws, both provide that the By-Laws may be amended by the vote of not less than a majority of the voting interests of the members present in person or by proxy at a members meeting;

WHEREAS, at a membership meeting held on Feb. 22, 2005, not less than a majority of the voting interests of the members present in person or by proxy at the meeting voted to approve of the amendment to the By-Laws in the particulars as set forth in Exhibit "1" to this certificate;

WHEREAS, the certificate of amendment to the By-Laws and Exhibit "1" shall be recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the By-Laws for Woods Walk shall be amended in the particulars as stated in Exhibit "1" attached hereto, this amendment shall run with the real property known as Woods Walk, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting president of WOODS WALK HOMEOWNERS' ASSOCIATION, INC., hereby certifies that the foregoing was approved by not less than a majority of the voting interests of the members present in

person or by proxy at a members meeting on Feb. 22, 2005.

DATED this 17th day of MARCH, 2005.

WITNESSES:

[Signature]
Print: JAMES W. QUIGLEY
[Signature]
Print: DANIEL B. RADOMSKI

WOODS WALK HOMEOWNERS'
ASSOCIATION, INC.

By: [Signature] President
Print Name: George Sica

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on the 17th day of MARCH, 2005 before me personally appeared GEORGE SICA as president of **WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**, who is personally known to me and who did not take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer, and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:



Simon C. Abreu
My Commission DD091287
Expires March 28, 2006

Sign: [Signature]

My commission expires: 3/25/06

Certified copy

Exhibit "1"

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

1. Article IV, Section 1 of the By-Laws shall be amended to read as follows:

~~"Section 1. Term of Office. At the first each annual meeting, the Members shall elect three or five directors for a term of one year, to serve until their successors are elected, provided that until Class-B membership shall close and be converted to Class-A membership all directors or vacancies in the Board of Directors shall be elected by Class B Members only."~~

This is not a certified copy

PREPARED BY AND RETURN TO:
JAY STEVEN LEVINE, P.A.
2500 North Military Trail, Suite 490
Boca Raton, Florida 33431
(561) 999-9925

CFN 20050218692
OR BK 18415 PG 1164
RECORDED 04/14/2005 15:45:07
Palm Beach County, Florida
Sharon R. Beck, CLERK & COMPTROLLER
Pgs 1164 - 1170; (7pgs)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WOODS WALK**

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

WHEREAS, Article XVI, Section 7.A of the Declaration provides that the Declaration may be amended by the vote of two-thirds of the voting interests of those members voting in person or by proxy at a members meeting;

WHEREAS, on Feb. 22, 2005, not less than two-thirds of the voting interests of the members voting in person or by proxy at the meeting voted to approve of the amendments to the Declaration in the particulars as set forth in Exhibit "1" to this certificate;

WHEREAS, the certificate of amendment and Exhibit "1" shall be recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Declaration of Covenants and Restrictions for Woods Walk shall be amended in the particulars as stated in Exhibit "1" attached hereto; this amendment shall run with the real property known as Woods Walk, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration of Covenants and Restrictions shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting president of WOODS WALK HOMEOWNERS' ASSOCIATION, INC., hereby certifies that the foregoing was approved by not less than two-thirds of the voting interests of the members voting in person or by proxy at a meeting on Feb. 22, 2005. The number of votes was sufficient for approval.

DATED this 17th day of March, 2005.

WITNESSES:

[Signature]
Print: Jane M. Quiraga

[Signature]
Print: DIANE GRADOMSKI

**WOODS WALK HOMEOWNERS'
ASSOCIATION, INC.**

By: [Signature]

Print Name: George Sica President

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

I HEREBY CERTIFY that on the 17TH day of MARCH, 2005 before me personally appeared George Sica as president of **WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**, who is personally known to me and who did not take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:



Simon C. Abreu
My Commission DD001267
Expires March 26, 2009

Sign: [Signature]

My commission expires: 3/25/09

This is not a certified copy

Exhibit "1"

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

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

I. DECLARATION

1. **Article XI, Section 1.D of the Declaration shall be amended to read as follows:**

"(D) Boats: ~~Moorings facilities, docks~~ Docks and other structures from the shore line on the lake shall be limited only to those which may be provided by the Association. ~~No~~ One other than the Association shall be permitted to install docks or similar structures ~~or to keep or moor boats on the lakes.~~ Owners of a Lot may moor one (1) boat per Lot in the lake; additional boats must be stored in the garage of the Dwelling or kept outside of Woods Walk. In no event shall motor powered boats be permitted; Only electrical battery or wind power operated boats are permitted in the lake. nor shall any No boats shall be permitted to remain on any lawn or on Association or Common Property adjacent to the lake without Association approval."

2. **Article XI, Section 1.E of the Declaration, as amended, shall be amended to read as follows:**

"(E) Vehicles and Parking. ~~On-premise vehicles: No boats, recreational vehicles, trucks in excess of 3/4 ton, step vans, semi-trailers or cabs, tractor trailers, and motor homes, or any vehicle which has been modified or equipped for off the road use, such as, but not limited to, vehicles with oversized tires or raised bumpers, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot except within a garage attached to a Dwelling, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot except within a garage attached to a Dwelling. Notwithstanding the foregoing, certain trucks or vans that may be considered recreational vehicles may be permitted on a Lot upon prior written approval of the Board of Directors, and service and delivery vehicles may park on a Lot during regular business hours, as needed for providing services or deliveries to the Lot. No vehicle of any kind shall be parked overnight on any Street.~~

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 follow 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 3/4 ton.

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 logo 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. (No vehicle of any kind shall be parked on any street between the hours of midnight and 6:00 a.m. A vehicle parked in violation of this subsection is a prohibited vehicle.

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."

3. The first sentence of Article XI, Section 1.J of the Declaration shall be amended to read as follows:

"Antennae: No radio, television, or other electronic antennae or aerial, including antennae disk, may be erected or maintained anywhere on the Association Property or the Common Property (unless installed by Declarant or the Association), or the exterior of any Lot, without the prior written approval of the Association. The only antennae and satellite dishes permitted on any Lot shall be those that are protected by federal law. In no event shall any restrictions imposed in this subsection impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. So long as an acceptable signal can be obtained within the Dwelling and there is no unreasonable delay or expense for such an installation, then the satellite dish or antenna must be installed within the Dwelling; otherwise, the installations shall occur in the following locations in the order of priority:

1. In the rear of the Dwelling on the Lot.
2. On either side of the Dwelling on the Lot.

3. In front of the Dwelling on the Lot.

4. On the exterior of the Dwelling.

No installation may be made on the Common Area. The Owner's installation shall be situated in the highest priority possible for the viewer to receive an acceptable signal. The Owner upon whose Lot a satellite dish or antenna is installed shall be liable for any personal or property damage caused by the installation, maintenance or use of same. All satellite dishes and any antennae not installed on a mast must be screened from view by landscaping if the installation occurs outside the Dwelling only so long as same would not impair an acceptable signal nor cause an unreasonable delay or expense in connection with the installation."

4. **The second sentence of Article XI, Section 1.W.3 shall be deleted as follows:**

"No water may be withdrawn from any lake, canal or water body Tract."

5. **Article XI, Sections 1.F and 1.CC shall be amended to read as follows:**

"(F) Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof, unless permitted by Article XI, Section 1.CC below. This restriction shall not apply to temporary structures used by Declarant for development, construction or sale of the Property. This restriction may also be waived by Declarant with respect to construction by builders, pursuant to separate written agreements."

(CC) Storage Facilities. Accessory Buildings, Tool Sheds, Garden Houses and Garages: All storage facilities, accessory buildings, tool sheds, garden houses, garages and other similar improvements approved by the A.R.B. shall be attached to the Dwelling located on the Lot so that such improvements and the dwelling constitute a single structure permitted only if it is attached to the Dwelling. It is composed of the same building materials as the exterior of the Dwelling, and is also of the same exterior color as that of a majority of the exterior of the Dwelling."

6. **Article XI, Section 1.X of the Declaration shall be amended to read as follows:**

"(X) Signs: Except in connection with development or sales of Parcels by Declarant or its agent, ~~no No~~ signs, advertisements or notices of any kind shall be displayed to the public view on any Lot; provided, however, that ~~each Owner may display one (1) professionally designed and prepared "For Sale" sign of not more than one (1) square foot, for the purpose of resale of Dwellings constructed on a lot: the following shall not violate this Article XI, Section 1.X:~~

Official Notices of the Association:

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.

4. One sign of a reasonable size provided by a contractor for security service 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."

7. A new Article XI, Section 1.MM of the Declaration shall be added to read as follows:

"(MM) Leasing: No lease shall be made more often than once in any calendar year: for purposes of the calculation, the lease shall be considered as made on the first day of the lease term."

8. Article XIII, Section 2.B of the Declaration, as amended, shall be amended to read as follows:

"(B) Public Liability Insurance: The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association, the Members and the Commercial parcel Owner, as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000-00 \$1,000,000.00 each incident. The liability insurance shall include, but not be limited to, hired and non-ownee owned automobile coverage."



CFN 20140219079
 OR BK 26853 PG 0125
 RECORDED 06/12/2014 16:16:19
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0125 - 126; (2pgs)

WILL CALL BOX 163
 This instrument prepared by:
 Edward Dicker, Esquire
 DICKER, KRIVOK & STOLOFF, P.A.
 1818 Australian Avenue So., Suite 400
 West Palm Beach, Florida 33409
 (561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF COVENANTS AND RESTRICTIONS FOR
 WOODS WALK**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions for Woods Walk. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5458, Page 1169, of the Public Records of Palm Beach County, Florida.

DATED this 4th day of June, 2014.

**WOODS WALK HOMEOWNERS'
 ASSOCIATION, INC.**

By: [Signature]
 Witness [Signature]
 President

Attest: [Signature]
 Witness [Signature]
 Secretary

(SEAL)

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

BEFORE ME personally appeared Robert J. Woody, the President, and [Signature], Secretary, of Woods Walk Homeowners' Association, Inc., who produced DL as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Woods Walk Homeowners' Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 4th day of JUNE, 2014.



NOTARY PUBLIC-STATE OF FLORIDA
 Linda Jo Lewis
 Commission # EE112820
 Expires: JULY 17, 2015
 BONDED THRU ATLANTIC BONDING CO., INC.

269310106.02C

Notary Public, State of Florida at Large
 My Commission Expires:

(SEAL)

This is not a contract

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

The original Declaration of Covenants and Restrictions for Woods Walk is recorded in Official Records Book 5458 at page 1169 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words hyphenated through are deleted.

ITEM 1: Article I(J) of the aforesaid Declaration shall be amended to read as follows:

~~Declarant shall mean and refer to BMC DEVELOPMENT AF WOODS WALK, INC., a Florida Corporation, its successors and assigns. All references to the Declarant and all rights which still may be retained by the Declarant are hereby deleted.~~

ITEM 2: Article XI(1)(BB) of the aforesaid Declaration, as amended, shall be further amended to read as follows:

Walls, Fences and Hedges: No boundary wall, or fence shall be built or maintained on any Lot within the twenty five (25) foot front setback. No boundary wall or fence may be installed on the property line of any side or rear lotline without prior written consent from all easement holders. No fence, wall or hedge of any type shall be located on the rear of any lakefront lot except for appropriate fencing around patio or pool areas as approved by the A.R.B. Notwithstanding the above, fences which are six (6') feet or less in height are permitted upon obtaining written approval from the A.R.B. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Lot (except that such fences may be temporarily permitted during construction of improvements on a Lot, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

265310106.02A

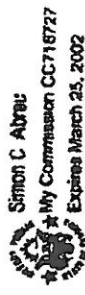
STATE OF FLORIDA)
) SS:
 COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 13TH day of SEPT., 2000, before me personally appeared YIETOR PASCALE, president of WOODS WALK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Lake Worth in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: Yator



ARTICLES OF INCORPORATION 1937 JUL 22 PM 2 28
OF
WOODS WALK HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a nonprofit corporation pursuant to Florida Statutes Chapter 617 by and under the provisions of such Statutes of the State of Florida providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I

Name

The name of the corporation is Woods Walk Homeowners' Association, Inc., hereinafter called the "Association".

ARTICLE II

Definitions

Each term used herein which is defined in the Declaration of Covenants and Restrictions for Woods Walk, P.U.D., recorded or to be recorded among the Public Records of Palm Beach County, Florida (the "Declaration") shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III

Principal Office

The principal office of the Association is located at 48MC Properties, Inc., 23 Southwest 36th Court, Miami, Florida 33135.

ARTICLE IV

Registered Agent

Lynda J. Harris, Esquire, whose address is 515 North Flagler Drive, Suite 1800, West Palm Beach, Florida 33401, is hereby appointed the initial resident agent of this Association, in accordance with F.S. Section 48.091 Florida Statutes.

ARTICLE V

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for

which it is formed are to provide for maintenance, preservation and architectural control of the Lots; Common Property and Association Property within that certain residential community commonly known as WOODS WALK, as more particularly described on Exhibit "A" attached hereto and hereby made a part hereof (the "Property"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Common Property or the Association Property;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of Members mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Property or Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been

signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, Common Property and Association Property, provided that any such merger, consolidation, or annexation shall require the assent of two-thirds (2/3) of each class of Members:

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Corporations Not for Profit Act of the State of Florida by law may now or hereafter have or exercise.

ARTICLE VI

Membership

Every Owner of a Lot shall become a member of the Association upon acquisition of fee simple title to any Lot in WOODS WALK by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership.

Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Lot is held by more than one person, each person shall be a member of the Association, but no Lot shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No person or entity holding an interest of any type or nature whatsoever in a Lot only as the security for performance of an obligation shall be a member of the Association. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association.

ARTICLE VII

Voting Rights

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and such Owners shall be entitled to one

(1) vote for each Lot owned by such Member as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the Association. Should any Member own more than one (1) Lot, such Member shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Class B. The Class B Member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of any of the following events:

A. When the total votes outstanding in Class A equal the total votes in Class B; or

B. When Declarant delivers written notice to the Association of its election to convert its Class B membership to class A membership; or

C. When all of the Property has been conveyed by Declarant to Owners, the Association and/or the public; or

D. On December 31, 2005.

No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, including use of the recreational facilities, or any right, interest or privilege which may be transferable after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment,

or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

ARTICLE VIII

Board of Directors

Section 1. Management By Directors. The affairs of the Association shall be administered by the Board of Directors in accordance with the Declaration and this Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of the Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

Section 2. Initial Board of Directors. The names and addresses of the first Board of Directors, who shall hold office until qualified successors are duly elected and have taken office, shall be as follows:

<u>NAME</u>	<u>Address</u>
Genaro R. Garcia	29 S.W. 36th Court Miami, Florida 33135
Basilio Martinez	29 S.W. 36th Court Miami, Florida 33135
Richard A. Jerman	2000 Palm Beach Lakes Blvd. Suite 800 West Palm Beach, Florida 33401

Until the turnover meeting, as set forth in the Declaration, the Class B membership shall elect the Board of Directors and fill any vacancy arising therein, and such Directors shall serve at the pleasure of the Class B membership.

Section 3. Election of Members of Board of Directors. After the turnover meeting, Directors shall be elected at the

annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of Directors. All Directors shall be resident Members of the Association or authorized representatives of corporate Members of the Association; provided, however that such limitations shall not apply to Directors elected by the Class B membership.

Section 4. Duration of Office. Except for the Directors elected by the Class B membership, Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of members; and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a Director elected by the Class A membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE IX

Officers

The corporation shall have a President, Vice President, Secretary, Treasurer and such other officers as may be authorized by the Board of Directors. Said Officers shall be elected as provided in the By-Laws of the Corporation. The first officers of the Corporation shall serve until such time as they resign, are removed or their successors are elected and they shall be:

President:	Basilio Martinez
Vice-President:	Genaro R. Garcia
Secretary/Treasurer:	Genaro R. Garcia
Asst. Secretary:	Richard A. Jerman

ARTICLE X

Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public

agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

Duration

The corporation shall have perpetual existence. Provided, however, in the event of dissolution of the Association, for whatever reason, other than merger, consolidation or termination incident to the termination of the Declaration, any Owner may petition the Circuit Court n and for Palm Beach County, Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the Common Property Association Property in place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE XII

Amendments

Amendment of these Articles shall require the assent of seventy-five (75%) percent of all Members, provided that no amendment may make any changes in the qualification for membership, voting rights of Members or the right of Class B Members to elect Directors without approval in writing by all Members in accordance with the Declaration.

ARTICLE XIII

Subscribers

The name and post office address of the subscriber to these Articles of Incorporation is:

Lynda J. Harris
515 North Flagler Drive
Suite 1900
West Palm Beach, Florida 33401

ARTICLE XIV

By-Laws

Section 1. The By-Laws will be adopted by the Board of Directors and may be amended, altered or rescinded at a regular

or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

ARTICLE XV

Indemnification of Officers and Directors

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may be a party or may become involved by reason of being or having been a Director or officer of the Association, whether or not a Director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Director or officer may be entitled under statute or common law.

ARTICLE XVI

Transactions in which Officers are Interested

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes

are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XVII

FHA/VA Approval

As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Property or Association Property, dedication of Common Property or Association Property, dissolution and amendment of these Articles.

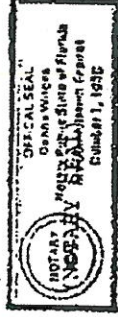
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned subscriber has executed these Articles of Incorporation, this 29th day of May, 1987.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of May, 1987 by LYNDA J. HARRIS.


LYNDA J. HARRIS

FILED
1987 JUN 22 PM 2:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



NOTARY PUBLIC
My Commission Expires:

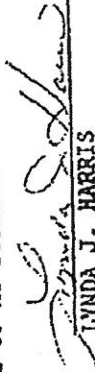
CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA.
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST: THAT WOODS WALK HOMEOWNERS' ASSOCIATION, INC.
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF LAKE
WORTH, STATE OF FLORIDA, HAS NAMED LYNDIA J. HARRIS, ESQUIRE,
LOCATED AT 515 NORTH FLAGLER DRIVE, SUITE 1800, WEST PALM BEACH,
STATE OF FLORIDA, 33401, AS ITS AGENT TO ACCEPT SERVICE OF
PROCESS WITHIN FLORIDA.


LYNDIA J. HARRIS
Incorporator
DATED: 5/20/87

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
CONFORM WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE
PROPERTY AND COMPLETE PERFORMANCE OF MY DUTIES.


LYNDIA J. HARRIS
Resident Agent
DATED: 5/22/87

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1987 JUN 22 PM 2:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

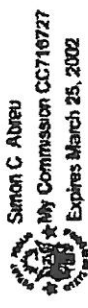
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 13TH day of SEPT., 2000, before me personally appeared VICTOR PASCALE, president of WOODS WALK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Lake Worth in the
County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: [Signature]



BY-LAWS

OF

WOODS WALK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is Woods Walk Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at c/o BMC Properties, Inc., 29 Southwest 36th Court, Miami, Florida 33135, but meetings of Members and Directors may be held at such place within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

The terms used herein shall have the meaning assigned, if any, in the Articles of Incorporation and Declaration of Covenants and Restrictions for Woods Walk, P.U.D., hereinafter referred to as the "Declaration".

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the class A Membership.

Section 3. Notice of Meetings. Written notice of, each meeting of the Members, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, either personally or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than forty-five (45) days before such meeting except as otherwise provided in the Articles of Incorporation, to each Member

entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Proof of such mailing shall be given by the affidavit of the person giving the notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence, in person, or by proxy, at any duly called meeting of the Members, of Members entitled to cast thirty percent (30%) of the total number of votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration (specifically Article VI, Section 14), or these By-Laws. Any Member may join in the action of any meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. If a quorum is present, the vote of a majority of the Members who are present or represented at the meeting and entitled to vote on the subject matter shall be the act of the Membership unless otherwise provided by law or by the Articles of Incorporation of the Association.

Section 5. Adjournment. If at any meeting of the Membership there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting when originally called may be transacted at any adjournment thereof. In the case of the adjournment of a meeting, no notice to the Members of such adjournment shall be required other than announcement at the meeting of the time and place of the adjourned meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournment thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

Section 7. Action Taken Without a Meeting. The Members may, at the discretion of the Board, act by written response in lieu of a meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Declaration and except as to the election of Directors which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such meeting or submits a response if action is taken by written response in lieu of a meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a meeting shall set forth the time period during which the written response must be received by the Association.

Section 8. Secret Written Ballot. At any time prior to a vote upon any matter at a meeting of the Membership, any Member may request the use of a secret written ballot for the voting thereon and require the use of such secret written ballot. In the event such secret written ballot is used, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such secret written ballots upon the completion of the balloting.

Section 9. Conduct of the Meetings. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Members of the Association when not in conflict with the Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association or the statutes of Florida.

ARTICLE IV - BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Term of Office. At the first annual meeting, the Members shall elect three Directors for a term of one year, to serve until their successors are elected, provided that until Class B membership shall close and be converted to Class A membership all directors or vacancies in the Board of Directors shall be elected by Class B Members only.

Section 2. Removal. Any Director may be removed from the Board with or without any cause, by majority vote of the Members of the Association except for the Directors elected by Class B Members who may be removed by a majority vote of Class B Members only. In the event of death, resignation or removal of a Director, his successor shall be selected by remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more of the Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of each meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

Cumulative voting is not permitted. This provision shall not apply to Directors to be elected by the Class B Members.

ARTICLE VI. MEETING OF DIRECTORS

Section 1. Organizational Meetings. The first meeting of the duly elected Board of Directors for the purpose of organization, shall be held within ten (10) days after the annual meeting of Members, provided the majority of the Members of the Board elected be present. Any action taken at such meeting shall be by a majority of those present. If the majority of the Members of the Board elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three days' notice in writing to each Member of the Board elected, stating the time, place and object of such meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 3. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, and may be held at any place or places within Palm Beach County, Florida. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary to each Member of the Board not less than three (3) days prior to such meeting by mail or one (1) day prior to such meeting by telephone or telegraph. Special Meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all of the Directors.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Every act or

decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except as may be otherwise specifically provided by law, by the Articles of Incorporation or elsewhere.

Section 5. Presiding Officer. The presiding officer at all Board Meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

Section 6. Executive Committee. The Board shall have the power to appoint an Executive Committee of the Board consisting of not less than three (3) directors. An Executive Committee shall have and exercise such power of the Board as may be delegated to such Executive Committee by the Board.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have 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;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each lot at least fifteen (15) days in advance of each annual assessment period; and
 - (2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessments period; and
 - (3) foreclose the lien against any lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on the property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Property or Association Property to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President and in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record ~~the~~ votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX. COMMITTEES.

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, which shall be a Standing Committee, and a Nominating Committee and Executive Committee, as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, upon reasonable notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS.

As more fully provided in the Declaration, each Member is obligated to pay to the Association General and Special Assessments, Emergency Special Assessments, and, if necessary, Individual Assessments, which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the highest permissible rate and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs, and attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or Association Property or abandonment of his Lot.

ARTICLE XII. CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference, the words: Woods Walk Homeowners' Association, Inc. - a corporation not for profit.

ARTICLE XIII. AMENDMENTS.

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present in person or by proxy, provided that the notice to the Members of the meeting disclosed the information than an amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Notwithstanding anything herein to the contrary, the Class B membership shall be permitted to amend these By-Laws at any time, without the consent of the Class A membership. No amendment of these By-Laws may be made without the consent of the Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.