

PREPARED BY AND RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

CFN 20070267861
OR BK 21794 PG 0743
RECORDED 06/01/2007 16:10:41
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0743 - 746; (4pgs)

FIRST AMENDMENT TO DECLARATION FOR WOODSLANDING

THIS FIRST AMENDMENT TO DECLARATION FOR WOODSLANDING (this "**First Amendment**") is made by Avatar Properties Inc., a Florida corporation ("**Developer**") and joined in by Woodslanding Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Declaration for Woodslanding was recorded in Official Records Book 20052, Page 611, of the Public Records of Palm Beach County, Florida (the "**Original Declaration**") respecting the residential community known as Woodslanding ("**Community**").

B. Section 5.3 of the Original Declaration provides that, prior to and including the Turnover Date (as defined in the Original Declaration), Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

C. Developer desires to amend the Original Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. **Conflicts.** In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified herein, the Original Declaration shall remain in full force and effect.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are hereby added or modified as follows:

"**Declaration**" shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereof.

"**Tract A**" shall mean Tract A of the Plat of Woodslanding, according to the Plat thereof, recorded in Plat Book 105 at Page 86 of the Public Records.

4. **Standard of Maintenance.** Section 11.1 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

11.1 **Standard of Maintenance.** All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadowbox fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Woodslanding by the Owner of each Home. Each Owner is specifically responsible for maintaining, repairing and replacing all grass, landscaping and improvements within any portion of his or her Lot including, without limitation, the sprinkler systems. In addition, each Owner is specifically responsible for maintaining, repairing and replacing all grass, landscaping and sprinkler

DM2\1156835.2

(Page 1 of 4)

systems located within the portion of Tract A which abuts and is adjacent to his or her Lot. Furthermore, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain, repair and/or replace any portion of the Common Areas that are no longer readily accessible to Association.

5. Lawn Maintenance. Section 12.2 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

12.2. Lawn Maintenance. Association shall have no responsibility for maintenance, repair and/or replacement of yards, including sprinkler systems, within a Home. In addition, Association shall have no responsibility for the maintenance, repair and/or replacement of grass, landscaping or sprinkler systems located within any portion of Tract A that abuts or is adjacent to a Lot, such maintenance, repair and replacement being the responsibility of Owners, as more particularly described in Section 11.1 hereof.. All lawn maintenance, repair and replacement of Homes shall be the responsibility of each Owner. In the event grass is not maintained by an Owner as provided herein, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus \$25.00 (or such other amount determined by Association in its sole and absolute discretion) shall be charged to such Owner as an Individual Assessment. Except as otherwise provided for in this Declaration, Association shall be responsible for maintaining, repairing and replacing all landscaped areas that comprise the Common Areas.

6. Irrigation and Sprinkler System. Section 12.4 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

12.4. Irrigation and Sprinkler System. Except as otherwise provided for in this Declaration, Association shall at all times maintain, repair and replace the irrigation and sprinkler systems throughout the Common Areas.

7. Legal Description. As the Plat was recorded subsequent to the recording of the Declaration, the legal description contained in Declaration as Exhibit 1 is hereby deleted in its entirety and replaced with the legal description attached hereto as Exhibit A.

8. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of this 30th day of May, 2007.

WITNESSES:

AVATAR PROPERTIES INC.,
a Florida corporation,

Print Name: Alexander CASTILLO

By: Melisa R. Boross
Name: MELISA R. BOROSS
Title: Vice President

Print Name: Lisa Zander

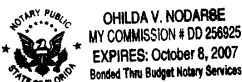
{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF Miami-Dade)

The foregoing was acknowledged before me this 30th day of May, 2007 by Melisa R. Boross as Vice President of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:

Ohilda V. Nodarse
NOTARY PUBLIC
State of Florida at Large
Print name: Ohilda V. Nodarse



DM2\1156835.2

(Page 2 of 4)

JOINDER

WOODSLANDING HOMEOWNERS ASSOCIATION, INC.

WOODSLANDING HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the First Amendment to the Declaration for Woodslanding (the "First Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment, as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of May, 2007.

WITNESSES:

WOODSLANDING HOMEOWNERS
ASSOCIATION, INC.,
a Florida not for profit corporation

Mario D. Fielder
Print Name: Mario D. Fielder

Childa R. Nodarse
Print Name: Childa R. Nodarse

By: Dennis J. Getman
Name: DENNIS J. GETMAN
Title: President

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 31st day of May, 2007 by **DENNIS J. GETMAN**, as **President** of WOODSLANDING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:

November 4, 2010

Mario D. Fielder
NOTARY PUBLIC
State of Florida at Large
Print Name Mario D. Fielder



EXHIBIT A

All of the Plat of Woodslanding, according to the Plat thereof, recorded in Plat Book 105 at Page 86 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY