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Prepared by and Return to:

Larry T. Cortez, Esq.
Wyant-Cortez & Cortez, Chartered
840 US Highway One, Suite 345
North Palm Beach, FL 33408
(561) 627-0009

CERTIFICATE OF FOURTH AMENDMENT TO THE DECLARATION FOR
WOODSLANDING

THIS CERTIFICATE OF FOURTH AMENDMENT TO THE DECLARATION FOR WOODSLANDING ("Fourth Amendment") is made by Woodslanding Homeowners Association, Inc. ("Woodslanding"), as follows:

RECITALS:

WHEREAS, that certain *Declaration for Woodslanding* was recorded on March 14, 2006, in Official Record Book 20052, Page 0611, of the Public Records of Palm Beach County, Florida ("Original Declaration") was made respecting the community known as Woodslanding, and prior to the date hereof and as referred to herein, the Original Declaration, subsequent amendments and this Fourth Amendment together constitute the "Declaration."

WHEREAS, the real property subject to the Declaration and this Fourth Amendment is described as:

"Woodslanding," being a replat of a portion of Tracts 33, 34 and 47, Block 11, Palm Beach Farms Company Plat No.3, according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54 of the Public Records of Palm Beach County, Florida, said lands situate in Section 5, Township 44 South, Range 42 East.

WHEREAS, pursuant to § 5 of the Declaration the attached amendment(s) were adopted at duly called meeting(s) by the affirmative vote of at least 66 2/3% of the board of directors and at least seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members held on

August 31, 2017, at which a quorum was present and the adoption and approval of the amendment appears in the minutes of the Association and is unrevoked.; and,

WHEREAS, the Board of Directors ("Board") has received information from its counsel and manager that generally, holders of first mortgages which acquire title following foreclosure have complied with, and acquiesced to, the application of the Homeowners Association Act (Chapter 720, Florida Statutes), including naming Woodslanding and other local community associations in their mortgage foreclosure suits, even where claim of liens had not been perfected. The Board finds therefore that amendments contained herein do not materially adversely affect the rights of mortgagees. Further, based on the opinion of counsel that such interpretation is not unreasonable, the Board, pursuant to its inherent authority, interprets the amendments herein as not materially adversely affecting the rights of mortgagees.

NOW THEREFORE, Woodslanding declares the Declaration amended a Fourth time:

1. The foregoing recitals are true, correct and incorporated into, and form a part of, this Fourth Amendment.
2. In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment controls. Wherever possible, the Declaration and this Fourth Amendment shall be construed as a single document. Except as modified herein, the Declaration remains in full force and effect. This Fourth Declaration is a covenant running with the land.
3. Henceforth, the term "Declaration" shall mean the Original Declaration, all subsequent amendments, including this Fourth Amendment, together with all amendments and modifications thereto.
4. Sections 10, 16, and 13 of the Original Declaration, are amended to read as provided on Exhibit "A" attached hereto and incorporated herein.
5. The effective date of this Fourth Amendment is August 31, 2017, the date of Woodslanding's adoption of said Fourth Amendment.

NOW THEREFORE and IN WITNESS WHEREOF, Woodslanding Homeowners Association, Inc., by and through its president, has hereunto set its hand and seal as of this 11th day of October 2017.

Signed, sealed & delivered in the presence of:

Woodslanding Homeowners Association, Inc.

Helen J Hall

By: [Signature]

Witness
Printed Name: Helen J Hall

Maribel De La Rocha, its President

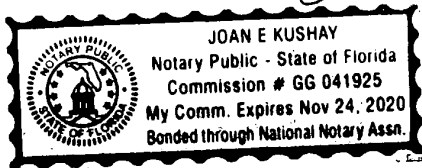
Witness
Printed Name: Tracey Goodrum

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing *Certificate of Fourth Amendment to Declaration for Woodslanding* was acknowledged before me 11th day of October 2017, by Maribel De La Rocha, the President of Woodslanding Homeowners Association, Inc., on behalf of the corporation, who ☒ are personally known OR ☐ have produced _____ as identification.

[Signature]

Notary Public



10. Use. [Additions to original text are denoted by underlining.]

....

10.8.5. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of (e.g., such Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Woodslanding and (e) design of any portion of. Each person entering onto any portion of Woodslanding also expressly indemnifies and agrees to hold harmless Developer, Association, Builders, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Association has installed or may, but is not obligated to, install various improvements such as gates, control arms, cameras, closed-circuit television systems, fences, barriers, or other improvements or items which otherwise might be associated with security; however, Association's installation of such improvements or items is strictly for aesthetic, informational, investigative, or other non-security related purposes. Owners, tenants, and other persons entering Woodslanding are cautioned not to rely on such installations for the security or safety of any persons or property. Association does not guarantee the functionality or usefulness of any such installations and may install fake or decoy items such as cameras strictly for appearance purposes. Association is not liable, and assumes no liability by such installations, for the security or safety of persons or property within Woodslanding. Without limiting the foregoing, all persons using the Common Areas including, without limitation, all waterbodies, lakes, pools, areas adjacent to a lake, roadways, gates, or seemingly camera-observed areas, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, BUILDERS, AND ASSOCIATION WILL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

13. Use Restrictions. [*Amendment to Subsection 13.27 is significant and the entire text should be read in its entirety.*] Each Owner must comply with the following:

....

13.27. Approval for Leases of Homes. No person may lease a Home without Association's prior written approval, which may require that substantially uniform, Association-approved lease or addendum forms be used. "Leasing" means regular occupancy of a Home by any person or persons other than the Owner regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument, or occupancy of a Home for more than fourteen (14) days in any thirty (30)-day period.

13.27.1. Prior to leasing, an Owner must submit a properly completed application to Association, including the proposed lease together with the name and address of the proposed tenant(s) and all occupants, and such other information as Association may reasonably require. If an Owner acquires a Home with existing occupants or tenants, such Owner must comply with the forgoing within fifteen (15) days of acquisition. If approval is denied or not sought, Owner, within five (5) days, must initiate and diligently take all legal steps necessary to remove such occupants or tenants.

13.27.2. The Board may adopt rules establishing credit, criminal background, and other lawful criteria against which applications are evaluated. Association may conduct and charge appropriate fees for credit, criminal, other background checks on proposed tenants and occupants (18 years and older) and may require the applicant(s) to participate in a personal interview.

13.27.3. Within thirty (30) days after receipt of a complete application and a personal interview, if so required, Association will either approve or disapprove the proposed lease in writing.

13.27.4. If Association disapproves a lease for cause, Association will notify the Owner(s) in writing of the disapproval, and the lease must not be made and the disapproved occupants must not occupy the Home. Association may deny approval where the lease or tenants fail to comply with this section or with criteria set by the Board.

13.27.5. This sub-section 13.27 applies (a) to all lease applications made after the date of passage of this amendment; (b) to all leasing including lease renewals, lease extensions, periodic tenancies, irrespective of how long a tenant has occupied any Home and (c) to all former owners, tenants or other occupants including those subjects of a foreclosure or forced sale within Woodslanding.

13.27.6. No lease may be for less than twelve (12) months and no more than thirteen (13) months, and the proposed tenant(s) will consist of not more than two (2) persons per bedroom in any Home. Subleases of Homes are prohibited. Homes will not be leased more than once in any twelve (12) month period, unless approved by the Board due to extenuating circumstances. Notwithstanding the lease of an Owner's Home, all liabilities of the Owner under the Declaration will continue unabated.

13.27.7. No Owner may lease the Owner's Home during the first twelve (12) month period of ownership measured from the date the Owner received title to the Home, and no lease will be approved during the first twelve (12) months of ownership, regardless of how title vested. After the first twelve (12) month period of ownership, an Owner may lease the Owner's Home subject to Association's approval and screening process and the Association Documents. If a Home is leased, and the Owner seeks to sell or otherwise convey the Home, the Owner, prior to closing and conveyance of the Home, must terminate the lease and remove the tenant(s). A purchaser may not purchase a Home subject to an existing lease, because purchasing a Home subject to an existing lease would violate the prohibition on leasing during the first twelve (12) months of ownership.

13.27.8. Only the entire Home may be leased. If a Home is leased, the only occupants will be those approved by Association. No rooms may be rented. A guest residing in a Home for longer than thirty (30) consecutive days when the Owner is not present will be deemed to be leasing the Home subject to all the restrictions on leasing including application and approval requirements.

13.27.9. Any lease renewals or lease extensions must be submitted to Association thirty (30) days prior to expiration of the then current approved lease period for approval. The provisions of this sub-section 13.27 apply to renewals and extensions in the same manner as new leases.

13.27.10. Occupancy by Parents of Owner and Adult Children of Owner: A Home, for estate or tax planning purposes, may be occupied by the parent(s) or adult child(ren) of the Owner(s) and in such a situation, the Owner(s)' parents(s) or adult child(ren) will not be deemed tenant(s) unless the occupancy is also supported by a lease and payment of rent. However, in either situation, the occupancy may be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy, despite any estate or tax planning purpose.

13.27.11. All leases must provide, and if they do not, will be deemed to so provide, that Association may (i) terminate the lease upon default by tenant in complying with the Association Documents, as any of them are amended from time

to time; and (ii) demand and receive all of the rents under the lease any time during which the Owner is delinquent in the payment of any monetary obligation to Association, including but not limited to, Assessments and Collection Costs, covenant enforcement costs, in relation to the Home or any other Woodslanding Home owed by the Owner; until such amounts have been satisfied by the collection of said rents or payment otherwise by the Owner or on the Owner's behalf.

13.27.12. No tenant will (a) be permitted to move into any Home nor (b) have any right of access to any Association amenities until and unless the lease has been approved in writing by Association.

13.27.13. Any lease that is not approved by Association is void unless subsequently approved by Association in writing. If Association disapproves the lease, the lease will be null and void and confer no right, title or interest in the intended tenant(s).

13.27.14. The Owner will be fined \$100 per day for each day that a tenant(s) is occupying any Home within Association prior to having obtained written Association approval. Each day of violation will be considered a continuing violation, the total fine for which in the aggregate will not exceed the greater of \$1,800, one month's rent or that amount regulated by Florida Statute, if any. Prior to imposing a fine, all requirements for fining pursuant to Florida Statutes will be met, if any. Said fine will be deemed an Individual Assessment.

13.27.15. The requirement to satisfy Association's leasing criteria is a continuing one. After lease commencement, should Association become aware that a previously-approved tenant may not continue to meet the criteria in effect when the lease was approved, Association may require the Owner and tenant to provide additional information and may conduct subsequent credit or criminal background checks. Should Association then find that any tenant fails to meet the criteria, Association, in its sole discretion, may deem the failure a material violation which is not curable, may terminate the lease immediately and may demand that all of the occupants vacate, employing the methods contained in part II, chapter 83, Fla. Stat.

13.27.16. Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings, under part II, chapter 83, Florida Statutes, deemed necessary by Association because of a tenant(s)' violation of Florida Statutes or the Association Documents, and may bring such proceeding under such agency or in its own capacity. Association may recover its attorney's fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorney's fees and costs will be deemed an Individual Assessment.

13.27.17. Common Area Security Deposit. Association may require a uniform common area security deposit prior to approval of any lease, in an amount set by the Board. Regardless of source, such security deposit will be deemed to have been paid by the Owner; and said security deposit will become an appurtenance to the Home surviving any transfer of ownership such that Association may apply the deposit or any portion of it to the Home's ledger or pay it or any portion of it to the then-current Owner at time of such payment. In no event will the security deposit be paid or credited by Association until an inspection of the Common Areas has occurred and it is determined that any damage to them is not the responsibility of the tenants associated with the Home. The security deposit will be held to secure payment for damage to Common Areas caused by, or allowed to be caused by, tenants and occupants, and their invitees, guests, family members, but it will be not the sole source or fund to which Association may look for compensation. The security deposit will not be used to offset any Assessment or Collection Charge, unless otherwise available to pay to an Owner or credit to the Home ledger.

13.27.18. No officer, shareholder, member, director, or employee of an Owner will be deemed an 'owner' but will be subject to this subsection 13.27 as if s/he bore no other relationship to the Owner than as a prospective purchaser or tenant.

16. Assessments. [*Amendment to Section 16 is significant and the entire text should be read in its entirety.*]

16.1. Each Owner, regardless of how the Owner acquired title to a Lot or Home, is deemed to have covenanted and agreed to pay to Association at the time and in the manner required by Association, Assessments, charges, Special Assessments, Individual Assessments, Reserves, Use Fees, Resale Capital Contribution, and any other amounts deemed assessments by this Declaration or law (collectively, unless the context indicates otherwise, "Assessments"). Fines and amounts paid by Association to protect its Lien against a Home, including payments to mortgagees or taxing authorities, are deemed Individual Assessments against the Home and Owner. [Not changed]

16.2 through 16.13 [Not changed]

16.14. Estoppel Certificates. No Owner may sell or convey its interest in a Home unless all sums due Association have been paid in full and an Estoppel Certificate has been issued to such Owner. Association will prepare and maintain a ledger noting monies due from each Owner. The ledger will be kept at the Association's office, or its designees', and will be open to inspection by any Owner. Within fifteen (15) days of a written request therefor, Association will provide an Owner an Estoppel Certificate setting forth whether any money is due and unpaid

and the total amount of them. As to parties other than Owners who, without knowledge of error, rely on the Estoppel Certificate, the certificate will be conclusive evidence of the amount due and unpaid. The Owner requesting the Estoppel Certificate may be required to pay Association, before or at the time of providing the Estoppel Certificate, a fee for preparing same which fee if equivalent to the amount charged by Association's management company and attorneys for such estoppel will be deemed reasonable. Otherwise the Board may adopt a Rule setting the amount to be charged for an Estoppel Certificate. At the Board's discretion, this sub-section 16.14 controls over § 720.30851, Fla. Stat., as it may be amended in 2017 or any similar, later legislation. Each Owner waives any right to an accounting related to Operating Costs or Assessments.

16.15.[Not changed]

16.16.Lien and Personal Obligation. Each Owner, regardless of how the Owner acquired title to a Home, is deemed to have covenanted and agreed:

16.16.1. Assessments, and other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorney's fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals ("Collection Charges") will be a charge and continuing lien ("Lien") in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made;

16.16.2. the Lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but will relate back to March 14, 2006;

16.16.3. the Claim of Lien secures payment of Assessments and Collection Charges referenced thereon, as well as Assessments and Collection Charges coming due, incurred, or accruing thereafter, until satisfied.

16.16.4. Association may not file a claim of lien against a Home for unpaid Assessments unless a written notice of demand for past due Assessments has been made by Association;

16.16.5. the Claim of Lien is superior to all other liens or interests except for tax liens and bona fide first mortgages held by a Lender, provided such first mortgage liens are subject only to tax liens;

16.16.6. each Assessment and Collection Charge are the personal obligation of the person who was the Owner of the Home at the time when the Assessment, Collection Charge, or amount became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. An Owner is jointly and severally liable with all previous Owners for all unpaid Assessments and Collection

Charges that came due up to the time the Owner acquired title to the Home, provided, however such liability is without prejudice to any right an Owner may have to recover any amounts paid from any previous Owner.

16.17. First Mortgages.

16.17.1. The Claim of Lien is subordinate to a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the Claim of Lien and fully survives any sale or transfer of a Home, except in the event of a sale pursuant to a foreclosure or deed in lieu of foreclosure of a bona fide first mortgage held by a Lender, in which event, any Claim of Lien will be extinguished upon the recording of a clerk-issue certificate of title or bona fide deed in lieu of foreclosure.

16.17.2. A Lender's personal obligation, or that of a Lender's successors or assigns (where such succession or assignment occurs prior to recording of the certificate of title or deed in lieu of foreclosure), for Assessments and Collection Charges which came due prior to acquisition of title is limited to the lesser of (1) the Assessments which are unpaid and came due during the twelve (12) month preceding acquisition of title or (2) one percent of the original mortgage debt. Any Assessments or Collection Charges exceeding this limitation on liability will be deemed an Operating Cost subject to assessment to all Owners including such acquirer of title.

16.17.3. No method of acquisition of title will relieve any Owner from liability for, nor the Home from the lien of, any Assessments and Collection Charges coming due, incurred, or accruing thereafter.

16.17.4. Application of this subsection 16.17 will not release any prior Owner from liability for nor prevent collection and enforcement of unpaid Assessments and Collection Charges.

16.17.5. A Lender must give written notice to Association if the mortgage held by such Lender is in default. Association will have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association in addition to all other rights reserved herein, will be subrogated to all of Lender's rights.

16.18. [Deleted and incorporated into 16.19.4]

16.19. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days after the due date:

16.19.1. a late fee of in the amount of \$25.00 or five percent (5%) of the delinquent Assessment, whichever is greater will apply as a Collection Charge; and,

16.19.2. such Assessment will bear interest at the maximum legal rate *per annum* beginning from the due date until paid in full; and,

16.19.3. Association may demand an Owner's tenants pay their rents to Association until all Assessments and Collection Charges have been paid in full, tenants must pay Association as demanded, and no Owner may interfere with such demand or collection; and,

16.19.4. Association may accelerate the Monthly Assessments or any other Assessment due in installments which will come due in the next ensuing twelve (12) months and may repeatedly accelerate until all Assessments and Collection Charges are paid in full; and,

16.19.5. Association may bring an action for damages, foreclosure, eviction any other appropriate relief to recover unpaid Assessments and Collection Charges including those Assessments and Collection Charges coming due, incurred, or accruing after suit is filed.

16.18.[Not changed]

16.19.[Deleted]

16.20.[Not changed]

16.21.[Not changed]