

**This instrument prepared by and  
upon recordation return to:**  
Daniel Wasserstein, Esq.  
Wasserstein, P.A.  
301 Yamato Road, Suite 2199  
Boca Raton, Florida 33431

**CERTIFICATE OF RECORDING  
GOLF CART AND LSV RULES AND REGULATIONS OF  
WOODSLANDING HOMEOWNERS ASSOCIATION, INC.**

The Rules and Regulations of WOODSLANDING HOMEOWNERS ASSOCIATION, INC. (the “Rules and Regulations”) contained herein are made and adopted by Woodslanding Homeowners Association, Inc. a Florida not-for-profit corporation (the “Association”), as more specifically set forth herein.

**RECITALS**

A. The Declaration (the “Declaration”) for Woodslanding, including all exhibits thereto, which exhibits include but are not limited to the Articles of Incorporation (the “Articles”) and the Bylaws (the “Bylaws”), were recorded at or within Official Records Book 20052, Page 611, et seq., of the Public Records of Palm Beach County, Florida.

B. The Declaration, Articles and Bylaws provide the authority setting forth that the Rules and Regulations of the Association may be adopted, modified, altered or amended by the Board of Directors.

C. The Rules and Regulations contained herein regarding golf carts and LSVs were properly adopted, amended and approved at a duly noticed meeting of the Board of Directors held on April 22, 2021.

D. The Association now desires to record the Rules and Regulations as set forth herein.

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

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. In the event that there is a conflict between the Rules and Regulations contained herein and the Declaration, the Declaration shall control. In the event that there is a conflict between the Rules and Regulations contained herein and the Articles, the Articles shall control. In the event that there is a conflict between the Rules and Regulations contained herein and the Bylaws, the Bylaws shall control. In the event that any Rules and Regulations have been effectuated, passed and/or recorded prior to these Rules and Regulations, these Rules and Regulations shall be deemed to follow such prior Rules and Regulations in time and title. In the event of a conflict between these Rules and Regulations any such prior Rules and Regulations, the Rules and Regulations contained herein shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration or Bylaws, or as otherwise set forth in the Rules and Regulations contained herein.

4. Covenant. The Rules and Regulations contained herein shall be a covenant running with the land.

5. The Rules and Regulations:

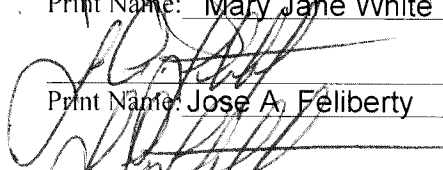
Substantial rewording. See governing documents for current text.

**SEE EXHIBIT "A"**

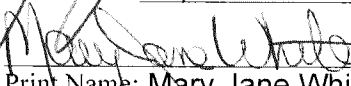
IN WITNESS WHEREOF, the Association has caused this Certificate of Recording the Rules and Regulations of Woodslanding Homeowners Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 3rd day of May, 2021.

WITNESSES:

  
Print Name: Mary Jane White

  
Print Name: Jose A. Feliberty

  
Print Name: Jose A. Feliberty

  
Print Name: Mary Jane White

WOODSLANDING HOMEOWNERS  
ASSOCIATION, INC.

By:   
Print Name: Chad Hockman  
Title: President

By:   
Print Name: Kevin Eaves  
Title: Secretary

STATE OF FLORIDA           )  
  )  
COUNTY OF PALM BEACH )

SS.:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of May, 2021 by Chad Hockman, as President and Kevin Eaves, as Secretary of WOODSLANDING HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced N/A as identification.

My commission expires:  
(SEAL)

  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Jose A. Feliberty



**JOSE A. FELIBERTY**  
Notary Public  
State of Florida  
Comm# HH112416  
Expires 4/4/2025

# **EXHIBIT “A”**

## WOODSLANDING HOMEOWNERS ASSOCIATION

### GOLF CART AND LSV POLICY AND PROCEDURES

Pursuant to Florida Statutes Chapter 316 and Chapter 320, and other applicable Florida Statutes, as well as the governing documents of Woodslanding Homeowners Association, Inc. (the "Association") the following rules and regulations regarding the operation of Golf Carts and Low Speed Vehicles shall apply within the Woodslanding community:

#### Definitions:

1. Golf Cart means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.
2. LSV – "**Low-Speed Vehicle**" means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122..

The terms and conditions for Golf Cart and LSV use in the Woodslanding community are as follows:

1. It is the responsibility of the vehicle owner to conform with all Laws regarding the use and operation of a Golf Cart or LSV, including insurance, registration, and vehicle requirements. It is the responsibility of the vehicle owner to understand all local state, and federal laws pertaining to vehicle use and operation.
2. Golf carts can legally be operated by a driver age 14 and above. LSVs can only be operated by a state licensed driver, age 16 and above.
3. The number of passengers is restricted to the specifications of the Manufacturer up to a maximum of four (4) passengers.
4. Operators must obey all traffic signs and laws.
5. All passengers must be seated while the Golf Cart or LSV is in motion and all hands, arms, feet, and legs shall remain inside the cart. Seats belts are to be worn at all times.
6. Golf Carts and LSVs are not permitted on any sidewalk, grassed, unpaved areas within the Association. They must only be driven on roadways following the rules of the road.
7. Owners of Golf Carts and LSVs will be fully responsible for any and all damages caused by the use or misuse of the Golf Cart or LSV by anyone operating it or otherwise, and the relevant owner member shall reimburse, hold harmless, defend (including **attorney's fees and costs**) and **indemnify** the Association to the maximum amount allowed by Florida law for any and all damages, claims, causes of action or liabilities that the Association may sustain by reason of use or misuse including without limitation, damage to any property or Common Areas of the Association.

8. Violation of these rules and regulations may result in suspension or revocation of the privilege of operating a Golf Cart or LSV within the Association Property and owners may be also subject to fines levied by the Association. The foregoing will not affect a **person's right to ingress or egress from their Lot or Home.**
9. In addition to the foregoing requirements and in order to use and operate a Golf Cart or LSV on the roadways within the Association, an owner member may also be required to pay a registration fee in an amount to be determined from time to time by the Association and/or to place an maintain an Association-issued sticker on the Golf Cart or LSV in the location and **manner of the Association's choice such that it is clearly visible**, and further all owners shall be obligated to sign an Indemnification, Hold Harmless and Covenant Not to Sue Agreement, the form of which is set forth below as **Exhibit "A"**, for any Golf Cart or LSV associated with their Lot/Home whether used by the owner or by any other residents, tenants, guests, invitees or licensees thereof.

#### **Exhibit "A"**

##### **INDEMNIFICATION, HOLD-HARMLESS, AND COVENANT NOT TO SUE AGREEMENT**

**WHEREAS**, Woodslanding Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**") is a homeowners association and the current owner of certain association common real property, Common Areas and improvements thereon, located in Palm Beach County (the "**Property**"); and

**WHEREAS**, \_\_\_\_\_ ("**Indemnitor**"), desires to use the Property to operate or to allow others to operate a Golf Cart and/or Low-Speed Vehicle ("**LSV**") thereon (the "**Indemnified Use**"); and

**WHEREAS**, as a material inducement to Association to permit Indemnitor or others to utilize the Property owned by Association for the Indemnified Use, Indemnitor desires to issue this Indemnification, Hold Harmless, and Covenant Not To Sue Agreement with the rights, obligations and privileges contained herein for the benefit of Association, and its officers, directors, agents, employees and members; and

**WHEREAS**, as further material inducement to Association to permit Indemnitor or others to utilize the Property owned by the Association for the Indemnified Use, Indemnitor expressly represents and warrants that a Golf Cart will only be operated by persons 14 years of age or older and an LSV will only be operated by persons 16 years of age or older who have been issued a valid, current government-issued drivers license; and

**WHEREAS**, Florida Statutes Section 744.301(3) authorizes natural guardians, on behalf of any of their minor children, to waive and release, in advance, any claim or cause of action against a commercial activity provider, or its owners, affiliates, employees, or agents, which would accrue to a minor child for personal injury, including death, and property damage resulting from an inherent risk in the activity; and

**NOW THEREFORE**, for and in consideration of the sum of TEN (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true, accurate and incorporated herein.

2. **Indemnification.** Indemnitor, to the maximum extent permitted under Florida law and on behalf of Indemnitor and Indemnitor's family members, including any minor child(ren)<sup>1</sup>, guests, tenants, invitees, licenses, and/or agents, covenants and agrees that Indemnitor will indemnify, defend, and hold harmless Association, its officers, directors, agents, employees, and members (the "**Indemnitees**"), from and against any and all claims including bodily injury or property damage, suits, debts, dues, liabilities, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands **whatsoever, in law or equity, and expenses including attorney's fees and costs (at both the trial and appellate levels)** arising out of or in any way relating to any such use of the Property for the Indemnified Use.

3. **Covenant Not to Sue.** Indemnitor, on behalf of Indemnitor and Indemnitor's family members, including any minor children, guests, tenants, invitees, licenses, and/or agents, hereby covenants not to commence or maintain any action, cause of action, or suit, in law or equity, or to make any claim against Indemnitees involving or in any way relating to or arising out of the Indemnified Use.

4. **Assignment.** Indemnitor shall not assign or transfer this Agreement or any part hereof, or any interest herein, without the prior written consent of the Association.

5. **Construction of Agreement.** The parties agree that each has either received, or had the opportunity to obtain independent legal counsel with respect to this Agreement. This Agreement is the joint product of both parties and shall not be construed against any individual party as the drafter of this Agreement.

6. **Enforcement.** If it becomes necessary to hire an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. Any legal proceeding concerning this Agreement shall be brought in a court of law with competent jurisdiction in Palm Beach County, Florida.

7. **Entire Agreement.** The terms and provisions of this Agreement represent the entire agreement between the parties. There shall be no change in any provisions of this Agreement, without the prior written approval of all parties.

**NOTICE TO THE MINOR CHILD'S  
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE WOODSLANDING HOMEOWNERS ASSOCIATION, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY

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<sup>1</sup> All references to minor children in this agreement shall mean and refer to persons under the age of 18 years old that have been issued a valid, current government-issued drivers license.

PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE WOODSLANDING HOMEOWNERS ASSOCIATION, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND WOODSLANDING HOMEOWNERS ASSOCIATION, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

**INDEMNITOR**

**ASSOCIATION**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Woodsland Homeowners Association, Inc.

By: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_