

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossin & Burr, PLLC
1665 Palm Beach Lakes Blvd, Suite 101
The Forum, Building B
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE SUBORDINATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODBINE PARCEL "E"**

THIS CERTIFICATE OF AMENDMENT TO THE SUBORDINATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODBINE PARCEL "E" is made by the ELPINE HOMEOWNERS' SUB-
ASSOCIATION, INC. ("Association").

W I T N E S S E T H :

WHEREAS, the Subordinated Declaration of Covenants, Conditions and
Restrictions of Woodbine Parcel "E" ("Declaration") was originally recorded commencing
at Official Records Book 9540, Page 1090 of the Public Records of Palm Beach County,
Florida, and established covenants running with the land therein described.

NOW, THEREFORE, the President and Secretary of the Association hereby
certify that:

1. The Amendments, attached hereto as Exhibit "A", to the Declaration have
been properly and duly approved and adopted by the Association Members and the
Association's Board of Directors pursuant to the requirements of the Declaration. The
approval and adoption of the Amendments appears in the minutes of the Association,
and said approval and adoption is unrevoked.

2. The Amendments attached hereto as Exhibit "A" shall run with the real
property subject to the Declaration and shall be binding on all parties having any right,
title or interest in the real property subject to the Declaration and their heirs, successors
and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this
28 day of May, 2025.

Witnesses (as to both):

ELPINE HOMEOWNERS'
SUB-ASSOCIATION, INC.

[Signature]
Signature

By: [Signature]
Steve Korkin

Craig Mullings
Printed Name
Post Office Address:
3000 Casa Rio Court
West Palm Beach, FL 33418

Association President
Post Office Address:
3000 Casa Rio Court
West Palm Beach, FL 33418

[Signature]
Signature

Attest: [Signature]
Paul White

Craig Mullings
Printed Name
Post Office Address:
3000 Casa Rio Court
West Palm Beach, FL 33418

Association Secretary
Post Office Address:
3000 Casa Rio Court
West Palm Beach, FL 33418

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28 day of
May, 2025, by means of [] physical presence or [] online notarization, by
Steve Korkin as President and Paul White as Secretary of the ELPINE
HOMEOWNERS' SUB-ASSOCIATION, INC., a Florida not-for-profit corporation, on
behalf of the Corporation. They are personally known to me or have produced
_____ as identification.



ANA TREJO-MULLINGS
Commission # HH 373534
Expires March 15, 2027

[Signature]
NOTARY PUBLIC, State of Florida

EXHIBIT "A"

AMENDMENTS TO THE SUBORDINATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WOODBINE PARCEL "E"
OF ELPINE HOMEOWNERS' SUB-ASSOCIATION, INC. ("Association")

[Added language is underlined. Deleted language is ~~stricken through~~.]

1. Section 3.02 of the Declaration of Covenants shall be amended to read as follows:

"Section 3.02. "Claim of Lien" shall mean an instrument identifying a particular real property or real properties by legal description within Woodbine Parcel "E" against which real property a Claim of Lien is stated pursuant to this Subordinated Declaration setting forth the assessment amount due and information required by Florida Statutes, ~~monies owed with the dates the monies become due and signed by a President or any Vice President of Elpine Homeowners' Sub-Association with the corporate seal of Elpine Homeowners' Sub-Association affixed, whose officer's signature is acknowledged by a Notary Public,~~ which instrument is filed in the Public Records."

2. Section 4.04 of the Declaration of Covenants shall be amended to read as follows:

"Section 4.04 Voting Membership. Elpine Homeowners' Sub-Association ("Association") shall have one (1) class of voting membership who shall be all persons or entities holding fee simple title to any Lot or Unit in Woodbine Parcel "E" and which person(s) or entities shall be entitled to one (1) collective vote for each Lot or Unit owned by the 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 Bylaws of Elpine Homeowners' Sub-Association. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and each vote 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 or Unit. Votes may be cast for a Lot owned under a trust arrangement, by any trustee. Votes may be cast for a Lot owned by a partnership, by any partner or other person designated by a partner to vote. Votes may be cast for a Lot owned by a corporation, by any officer of the corporation or other person designated by an officer to vote. Votes may be cast for a Lot owned by a limited liability company, by any member of that limited liability company or other person designated by the limited liability company to vote. In the case of conflict among the Owners of the Lot, the vote for that Lot shall not be counted as to the matter under consideration in which the conflict arose. ~~With respect to each Lot or Unit owned by other than a natural person or persons, the Member shall file with the Secretary of Elpine Homeowners' Sub-Association a notice, designating the name of an individual who shall not be entitled to vote on any matters coming before the membership. DECLARANT is exempt from filing said notice."~~

3. Section 8.14(A) of the Declaration of Covenants shall be amended to read as follows:

"A. Unpaid Assessments Become Lien on Property. If any assessment is not paid on or before the past-due date specified in Section 8.12 of this Article 8, then such assessment shall be deemed delinquent and shall thereupon become a charge and continuing lien, as provided below, on the Unit or Lot and improvements thereon against which each assessment was made. If the Lot or Unit Owner is in default in the payment of an installment of an assessment, the remaining installments may be accelerated, upon notice to the Owner as provided in the Bylaws, and the entire unpaid assessment shall become a charge and continuing lien, as provided below, on the Unit or Lot and improvements thereon, against which the assessment was made. Interest on the amount of the assessment, at the maximum rate allowed under law from the due date, and the cost of collection (including reasonable attorneys' fees) will be included in the amount charged against the Unit or Lot and that results in a continuing lien on said Unit or Lot. The Association may also impose an administrative late fee of up to the greater of \$25 or five percent (5%) of each delinquent installment for which the payment is late. The Board of Directors shall have the authority to waive (either on a case by case basis or prospectively) interest which may become due under this section in order to save bookkeeping costs if the Board finds it in the best interest of Elpine Homeowners' Sub-Association to do so."

4. Article 10 shall be amended by the addition of Section 10.03 which shall read as follows:

"Section 10.03. Sale, Leasing and Approval of New Residents.

A. Sale and Leasing, Approval of New Residents. No Owner may lease a Lot, sell a Lot or otherwise convey title to a Lot without application to and prior written approval from the Elpine Homeowners' Sub-Association ("Association").

(1) Application and Approval. An Owner intending to lease a Lot, sell a Lot or otherwise convey title to a Lot shall submit a properly completed application to the Association, including the name and address of the intended tenant(s), purchaser(s), transferee(s), and all occupants (hereinafter referred to as "applicant(s)"), and such other information concerning the applicant(s) as the Association may reasonably require. The Association may charge a reasonable application fee as determined by the Board and shall require the applicant(s) to participate in a personal interview.

A renewal or extension of a lease shall subject to Association approval, although the Association shall not require the application fee to be paid again for a renewal or extension so long as there are no changes in the tenants or occupants.

Under no circumstances shall any tenants be permitted to move into a Lot prior to obtaining written approval of the lease from the Board.

Within thirty (30) days after receipt of the application, information required by the Association and a personal interview, the Association shall either approve or disapprove the proposed lease, sale or conveyance.

If approved, the approval shall be stated in a certificate executed by a Board member of the Association. A certificate of approval for a sale or conveyance of title shall be in recordable form, and the purchaser(s)/transferee(s), at purchaser(s)/transferee(s)' expense, shall record the certificate in the Public Records of Palm Beach County, Florida along with the deed. A certificate for approval of a lease shall not be recorded.

(2) Approval of All New Residents. Prior written Association approval is required for every new resident of the Elpine community occupying a Lot for longer than thirty (30) days. The new resident shall follow the same application procedure as for lessees or purchasers. This requirement shall apply to all new residents even if the resident is occupying the Lot with the Owner.

If the Association observes that a Lot is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

(3) Guest Occupying Lot Where Owner Not Present. A guest residing in a Lot for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Lot subject to all the restrictions on leasing including the application and approval requirements.

(4) Disapproval for Good Cause. If the Association disapproves a lease, sale, conveyance or occupancy, the Association shall notify the Owner(s) in writing of the disapproval, and the lease, sale, conveyance or occupancy shall not be allowed to occur. The Association shall act reasonably and may disapprove a lease, sale, conveyance or occupancy only for good cause. The Board shall consider the following factors as constituting good cause for such disapproval of a proposed lease, sale, conveyance or occupancy:

(a) The applicant or any intended occupant of the Lot has been convicted of, pled guilty or pled no contest to a felony, or has been charged with any felonies and the person was not acquitted or the charges were not dropped;

(b) The applicant or any intended occupant of the Lot is a registered sex offender in any state;

(c) The applicant does not appear to have adequate financial resources available to meet his/her obligation to the Association;

(d) The tenant or purchaser has a credit score of less than 650. The Association shall be entitled to use the credit score obtained by the Association as determinative;

(e) The occupancy and/or use of the Lot by the applicants or any intended occupant of the Lot would violate the Association's governing documents, rules and regulations, or the Master Association governing documents or rules and regulations, or law;

(f) The application for approval on its face indicates that the applicant or any intended occupant of the Lot intends to conduct himself or herself in a manner inconsistent with the Declaration or rules and regulations of the Association or Master Association. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for the herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(g) The applicant or any intended occupant of the Lot has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other associations, or by his or her conduct in the Woodbine community as a tenant, Owner or occupant of a dwelling;

(h) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

(i) The Owner requesting the transfer has had fines or other Association money obligations assessed against him or her which have not been paid; or

(j) All assessments and other charges against the Lot have not been paid in full.

B. Tenant Shall Comply With the Rules. A tenant leasing a Lot is deemed to have agreed to observe and comply with all statutes, ordinances, and the governing documents and rules and regulations of the Association and Master Association. When Owner(s) submit an application to lease the Lot, the Association may require the prospective tenant(s) and the Owner(s) to sign an agreement specifically agreeing to comply with all statutes, and the governing documents and rules and regulations of the Association and Master Association.

C. Unauthorized Lease, Sale or Conveyance. Any lease, sale or other conveyance of title that is not approved by the Association pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. If the Association disapproves the lease, sale or conveyance, the lease, sale or conveyance shall be null

and void and confer no right, title or interest in the intended tenant(s), purchaser(s) or transferee(s).

D. Copy of Deed to Association. The purchaser(s) or other persons receiving title to a Lot shall within ten days after the conveyance, provide the Association's Board with a copy of the deed or other instrument conveying title to the Lot.

E. Form of Lease. All leases shall be in writing. Owners shall provide the prospective tenant, purchaser, or transferee with a complete legible copy of the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, and the Master Association's governing documents and rules and regulations, each as amended, and shall certify in writing that legible photocopies of these documents have been provided to the prospective tenant, purchaser, or transferee.

F. Owner and Tenant Liable to Association for Damage Caused by Tenant. The Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner's tenant or any family members, guests, or invitees of the tenant. If there is any damage to or creation of a condition needing cleanup of the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association), the Association may impose the cost of repairing such damage, or performing such cleanup, as an assessment and lien against the Owner's Lot.

G. Default in Payment of Assessments While Lot Leased. If the Owner defaults in payment of Association assessments while the Owner's Lot is leased, then the Association may require the tenant to pay the rent to the Association sufficient to satisfy the assessment obligation, including any interest, late fees and attorneys' fees and costs incurred by the Association. The Owner is deemed to have assigned the rent to the Association if the Owner defaults in payment of assessments. The tenant shall pay the rent to the Association upon written demand by the Association notifying the tenant that the Lot is delinquent in payment of assessments. This remedy is in addition to all other remedies of the Association.

H. Subleasing and Rental of Rooms Prohibited. There shall be no subleasing. Only the entire Lot may be leased. No rooms may be rented. Use of a Lot as a boarding house is prohibited.

Lots shall not be used for transient, hotel or motel purposes. The Owner shall not lease, rent out, host for a fee or otherwise allow use a Lot for a fee or portions of a Lot for a fee (whether or not the Owner is in occupancy) through Airbnb, HomeAway, VRBO or any other rental or vacation rental arrangement unless the lease/rental otherwise complies with this Declaration, including lease term requirements and application and prior written Association approval is obtained for each and every lease and rental.

I. Minimum Lease Term; Frequency of Leasing; Limit on Leasing During First One(1) Year Period of Ownership: The minimum permitted lease term is six (6) months. Lots shall not be leased more than once per one(1) year period measured from commencement of the lease.

No Owner may lease a Lot during the first one(1) year period of ownership measured from the date the Owner received title. After the first one(1) year period of ownership, an Owner may lease the Owner's Lot subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations.

If an Owner sells or otherwise conveys title to the Lot subject to an existing lease and Association-approved tenant in occupancy, the Association-approved existing tenant may remain in occupancy to conclude the existing lease term provided the tenant complies with the governing documents and rules, and the Lot is not otherwise in violation of the governing documents or rules; however the Owner shall be prohibited from leasing for a one(1) year period measured from the end of the lease or the date the tenant vacates, whichever is later.

If an Owner passes away, and title to a Lot passes from the deceased Owner to another person by inheritance, devise, trust or operation of law, such person is not subject to this restriction on leasing during the first one(1) year period of ownership.

If the Association acquires title to a Lot, the Association is not subject to this restriction on leasing during the first one(1) year period of ownership.

J. Remedies if Tenant Violates Restrictions. The Association shall otherwise have the authority to bring an action or eviction action because of the tenants' violation of the governing documents and/or rules and regulations of the Association. The Association may use the summary procedures of Chapter 51, Florida Statutes in any eviction action. The Association may recover its attorneys' fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorneys' fees and costs shall also constitute and may be collected by the Association as an assessment and lien against the Owner and Owner's Lot.

K. Exceptions to Requirement of Association Approval. The foregoing requirements for Association approval of sales or conveyances shall not apply to:

(1) A transfer to or purchase by a bank that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings; or

(2) A transfer to a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

However, application and written Association approval is required for all occupants occupying the Lot. Exception: Occupancy by Parents or Adult Children of Owner. A Lot may for estate planning or tax purposes be occupied by the parent(s) or adult children of the Owner(s) and in such a situation, the parent(s) or adult children shall not constitute tenant(s). However, in these situations where the Lot is occupied by the parent(s) or adult children of the Owner(s), the occupancy screening process will be limited to a background check and approval from the Board of Directors.

L. Single Family Occupancy. Occupancy of a Lot is limited to single family – no more than one family can occupy a Lot. A “family” is defined as:

(1) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption who reside together as a single household, or

(2) One unmarried couple and the children of either or both of them who reside together as a single household.

Occupancy of a Lot by two or more couples (married or unmarried) is prohibited.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association in order to obtain Association approval for the occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

In addition, an Owner or Association approved tenant is permitted to have live-in housekeepers, nannies, or care givers who occupy the Lot with the Owner(s) or Association approved tenant(s).

M. Prohibition on Using Lot for Congregate Living Facility. Use of a Lot as a Congregate Living Facility, as defined below, is prohibited. The term “Congregate Living Facility” is defined as assisted living facilities; extended congregate care facilities, transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses.

N. Limit On Number of Lots Owned by the Same Person or Entity. No more than two (2) Lots shall be owned by the same person or entity. The number of Lots owned by a married couple, either together or singly, shall be limited to two(2) Lots total. If two entities are considered "related entities" under the Internal Revenue Code or have common trustee(s), beneficiary(ies), officer(s), director(s) or manager(s), the two entities shall be considered the same entity for purposes of this limitation on the number of Lots which may be owned by the same entity.

As to any persons and entities owning more than two(2) lots at the time this amendment is adopted, such ownership will be grandfathered to remain but such owners/entities may not replace such Lots with new Lots until the number of Lots owned falls below two(2)."

5. Section 12.05 of the Declaration of Covenants shall be amended to read as follows:

"Section 12.05 Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the DECLARANT, ~~its successors or assigns,~~ Elpine Homeowners' Sub-Association, its successors or assigns, or any Owner. The failure by Elpine Homeowners' Sub-Association ("Association"), or any Owner,~~or the DECLARANT~~ to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. If the Association engages an attorney to take any action or expend any effort to enforce the terms of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, Master Declaration or law because of an alleged failure of an Owner (for Owner's or for Owner's family members, agents, lessees, invitees, servants, etc. or any occupants of the Living Unit) to comply with this Declaration, Articles or Bylaws, Rules and Regulations or Master Declaration as the same maybe amended from time to time, or Law, regardless of whether or not litigation is commenced, the Owner shall be responsible to pay the Association's attorneys' fees and costs, which may be imposed and collected as an assessment against the Owner and Owner's Lot. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorney fees, provided, however, that no award of costs and reasonable attorney fees shall ever be entered against the DECLARANT."

-END-

[Final 041125]