

Record and Return to:
Joseph Arena, Esq.
Becker & Poliakoff, P.A.
759 SW Federal Hwy., Ste. 213
Stuart, FL 34994

**CERTIFICATE OF AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODBINE**

I HEREBY CERTIFY that the amendments attached to this Certificate as Exhibits "A", "B" and "C" were each duly adopted as amendments to the Declaration of Covenants, Conditions and Restrictions of Woodbine. The Declaration of Covenants, Conditions and Restrictions of Woodbine was recorded at Official Records Book 8271, Page 9, *et seq.*, in the Public Records of Palm Beach County, Florida. The amendments were approved by a three-fourths or greater vote of the Woodbine Master Association, Inc. Board of Directors at a board meeting held on July 27, 2023. Notice of the board meeting was given on July 13, 2023.

The adoption of the amendments is described in the minutes of the July 27, 2023 board meeting. Woodbine Master Association, Inc. has ten (10) directors. Exhibit "A" was approved by all directors. Exhibit "B" was approved by nine (9) directors. Exhibit "C" was approved by all directors (see the meeting minutes for details of how the original 9-1 vote was corrected to 10-0). A Certificate of Approval indicating the written approval of the amendments by the fee title holder of Woodbine Parcel "I" is attached as Exhibit "D".

The amendments attached to this Certificate as Exhibits "A", "B" and "C" shall be effective sixty (60) days after the recording of this Certificate in the Public Records of Palm Beach County, Florida.

EXECUTED this 25th day of September, 2023.

Witnesses #1



Signature

Ruth Maldonado

Printed Name

**WOODBINE MASTER ASSOCIATION,
INC.**

By: 

Glen Nicholson, President

Witnesses #2



Signature

Kenneth Parent

Print Name

By: Rebecca Flowers
Rebecca Flowers, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25th day
of September, 2023, by Glen Nicholson, as President, and by Rebecca
Flowers, as Secretary, of Woodbine Master Association, Inc., a Florida not-for-profit corporation,
on behalf of the corporation, by means of physical presence or online notarization who
are:

Personally Known or
 Produced Identification.

Type of Identification produced, if applicable: _____.

Mickale Linton
NOTARY PUBLIC, State of Florida

(SEAL)



MICKALE LINTON
Commission # HH 000349
Expires June 16, 2024
Bonded Third Budget Notary Services

EXHIBIT "A"
AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODBINE

The Declaration of Covenants, Conditions and Restrictions for Woodbine is recorded in Official Records Book 8271, beginning at Page 9, of the Public Records of Palm Beach County, Florida, and has subsequently been amended from time to time.

Language to be inserted is underlined; language to be deleted is ~~stricken through~~.

Amended language to Sections 5.03 and 12.27 of the Declaration of Covenants, Conditions and Restrictions for Woodbine is as follows:

Section 5.03. Authorized Services. The Master Association shall be authorized, but not required, to provide the following services:

...

H. Mailboxes. Maintain, repair, replace, and materially alter those mailboxes located anywhere on the Property except for Woodbine Parcel "T" as depicted on that certain plat map recorded in the Palm Beach County, Florida official records at Plat Book 83, Page 163, et seq.

...

Section 12.27. Mailboxes. The Master Association shall have the primary responsibility for maintaining, repairing, and replacing mailboxes on the Property, except within Woodbine Parcel "T" as depicted on that certain plat map recorded in the Palm Beach County, Florida official records at Plat Book 83, Page 163, et seq. No mailbox, newspaper box or rack, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar materials on the Property shall be erected or altered by any Sub-Association, Owner, or resident on any Unit, Lot or Parcel without the prior written approval of the ARC as to style, size, color, installation, and location. The Master Association's Board of Directors ARC, in its sole discretion, may adopt and amend guidelines and standards concerning the appearance, designate a standard style, and type of mailboxes that are allowed. The ARC may disapprove the proposed installation or modification of a mailbox if the ARC determines that such installation or modification would interfere with or adversely affect the Master Association's maintenance obligations. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Units, each Owner, on the request of the ARC, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to Units. The Master Association is expressly authorized to remove and/or replace any mailbox, rack, or receptacle installed or altered in violation of this section and to charge the costs incurred doing so as an assessment to the Sub-Association or Owner deemed culpable for the violation by the Master Association's Board of Directors. In addition, the costs of any mailbox maintenance that results from the negligence or intentional acts of a Sub-Association or of an

Owner (including the Owner's family members, tenants, or guests), may be charged as an assessment to the applicable Sub-Association or Owner. However, nothing stated within this paragraph shall in any way change, abrogate, modify, waive, or otherwise affect the separate rights and jurisdiction that the United States Postal Service may have over mailboxes.

EXHIBIT "B"

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODBINE**

The Declaration of Covenants, Conditions and Restrictions for Woodbine is recorded in Official Records Book 8271, beginning at Page 9, of the Public Records of Palm Beach County, Florida, and has subsequently been amended from time to time.

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Amended language to Section 10.01 of the Declaration of Covenants, Conditions and Restrictions for Woodbine is as follows:

**ARTICLE 10
ARCHITECTURAL AND DEVELOPMENTAL CONTROL
BY MASTER ASSOCIATION**

Section 10.01 Architectural Review Committee. ~~There is hereby established~~ The Master Association shall maintain an Architectural Review Committee ("ARC") with that shall have the following duties, powers, and responsibilities:

- A. Members. ~~Initially, the ARC shall consist of three (3) persons designated by the DECLARANT who shall hold office at the pleasure of the DECLARANT. The DECLARANT shall determine which member of the ARC shall serve as its chairperson. At such time as DECLARANT no longer owns any property within WOODBINE or earlier as DECLARANT may decide, the DECLARANT shall assign to the Master Association the rights, powers, duties and obligations of the ARC, whereupon the~~ The Board of Directors of the Master Association shall appoint the members of the ARC, shall provide for the terms of the members of the ARC, and shall determine which member of the ARC shall serve as its chairperson. Members of the ARC shall serve at the pleasure of the Board of Directors of the Master Association and may be removed and/or replaced at any time, with or without cause, by the Master Association's Board of Directors. The ARC shall have at least three (3) committee members.
- B. Powers. The ARC shall have the right of specific approval or disapproval veto of over all architectural and landscaping aspects of any improvement, over the development of individual units Units or buildings, as well as over the general plan for development of any individual lot-Lot or subdivision, Tract tract, or Parcel parcel of land within WOODBINE. No Owner, resident, or Sub-Association may modify the location, size, color, design, or exterior appearance of any improvement within WOODBINE without having sought and obtained ARC approval for such modification. In addition, no installation or construction of any new improvement shall be made within

WOODBINE by any Owner, resident, or Sub-Association without having sought and obtained ARC approval of such new improvement. The ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and general plans for development which standards are greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes.

- C. Standards. The ARC Master Association's Board of Directors may adopt, publish, and amend ~~is empowered to publish or modify~~ from time to time, design and development guidelines and standards for WOODBINE identifying the location, size, style, type, materials, setbacks, design attributes, and exterior appearance of improvements and/or modifications that will be permitted. The guidelines and standards adopted by the Master Association's Board of Directors may be more restrictive than applicable building, zoning, or other local government codes. ~~The ARC may delegate any of its functions and powers to a Sub-Association or Sub-ARC of said Sub-Association which enacts and enforces architectural review standards at least as stringent as set forth herein.~~
- D. Application. No building, sign, outdoor lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed, ~~or planted or maintained~~, nor shall any addition to or any change or alteration to such be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the ARC shall be submitted for approval by written application on such forms as may be provided or required by the ARC. However, the maintenance (including preservation, repair, and replacement) of improvements and/or landscaping that will not result in a significant change to their exterior appearance and that involves the use of substantially similar materials shall be permitted without ARC approval.
- E. Additional Information. If the ARC deems information submitted to it ~~to be~~ incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.
- F. Sole Discretion. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, ~~for aesthetic or any other reasons,~~ provided ~~such~~ that approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the conformity of the proposed building, improvements, structure, modification, or landscaping and materials to the Master Association's published design and development guidelines and standards, the suitability of the proposed building, improvements, structure, modification, or landscaping and materials of which the same are to be built, the site upon which it is proposed to be installed or erected, the harmony thereof with the surrounding area in the opinion of the ARC, and the effect thereof on adjacent or neighboring property in the opinion of the ARC. The ARC may condition

its approval of any submission and request upon such actions and/or occurrences as the ARC deems to be in the best interests of the Master Association.

- G. Time Frame. Unless specifically excepted by the ARC, all improvements and/or modifications for which approval of the ARC has been given is required under this Declaration shall be commenced within one (1) year of ARC approval and shall be completed within a reasonable time from the date of commencement of said improvements or within the any specific timeframe set by the ARC in the event that the approval is so conditioned. If no timeframe for completion after commencement is specified by the ARC, completion after commencement shall occur within a reasonable time. The failure of any Owner or Sub-Association to commence approved improvements or modifications within the one (1) year time period set forth in this paragraph shall render the ARC's approval stale and no longer valid, which shall occur automatically but shall be without prejudice to an Owner or Sub-Association's later re-submission of a request for ARC approval.
- H. Non-Action by ARC. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and completed form within ~~thirty (30)~~ sixty (60) days after written request for approval or disapproval is delivered to the ARC by the Owner or Sub-Association, then such submission and request shall be deemed disapproved automatically without prejudice to a future submission or request of the same type. approval of the ARC shall not be required. However, no building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration or any Sub-Declaration, or which violates any applicable zoning or building ordinance or regulation. Also, if it has been more than sixty (60) days since the ARC has held a meeting, any Owner or Sub-Association may submit a written request for an ARC meeting which shall require the ARC to notice and hold a meeting within twenty (20) days.
- I. Inspection Rights. The ARC specifically has the right of entry and inspection upon any of the Properties. Such inspection shall be for any good cause, including but not limited to, the following: to determine whether any improvement violates the terms of any approval by the ARC, the terms of this Declaration, or any Supplemental or Sub-Declaration or any covenant, condition, or restrictions to which is a deed or other instrument of conveyance makes reference. ~~The ARC is specifically empowered, acting in the name of the Master Association, to enforce the provisions of this Declaration and all Supplements and Sub-Declarations by any legal or equitable remedy.~~ In the event it becomes necessary to resort to that there is litigation to determine the propriety of any constructed improvement or modification, or to remove any unapproved improvements or modification, the Master Association shall be entitled to recovery of all court costs, expenses, and reasonable attorneys' fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and each of its members from all costs, expenses, and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC, except when an ARC member has been grossly negligent or has engaged in willful misconduct, as determined by the Master Association's Board of Directors. All costs, expenses, and attorneys' fees of the

~~ARC, including those incurred in connection with its enforcement or powers provided herein, shall be borne by the Master Association. Nothing herein shall be deemed to negate the Master Association's right to an award of its and the ARC's reasonable attorneys' fees and costs if it is the prevailing party in any administrative or judicial proceeding. Any or all of the foregoing functions may be delegated by the Master Association to any Sub Association.~~

- J. Written Consent. If the ARC finds that a submission and request for approval is for an improvement or modification that is routinely allowed and/or that expressly conforms to the Master Association's published design and development guidelines and standards, then the ARC may, but is not required to, approve such submission and request by the unanimous consent of ARC members without a meeting. Wherever the written consent decision of the ARC shall be required, the chairperson of the ARC shall be authorized to execute and acknowledge instruments manifesting said decision, consistent with ARC meeting minutes, if applicable. consent, after approval by the ARC.
- K. Committee Member Attendance. ARC members may attend and be counted as present at ARC meetings if they appear in person, via telephone, via videoconference, or via similar real-time electronic or video communication. In the event that an ARC member attends an ARC meeting remotely, he or she must be able to hear the proceedings and to be heard by persons who are present at the ARC meeting.

EXHIBIT "C"

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODBINE**

The Declaration of Covenants, Conditions and Restrictions for Woodbine is recorded in Official Records Book 8271, beginning at Page 9, of the Public Records of Palm Beach County, Florida, and has subsequently been amended from time to time.

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Amended language to Section 12.31 of the Declaration of Covenants, Conditions and Restrictions for Woodbine is as follows:

**ARTICLE 12
USE RESTRICTIONS**

...

Section 12.31 Rental and Leasing. No Owner may lease or rent his or her Unit or Lot without the approval of the Master Association to do so, and no lease or rental may be renewed or extended without the Master Association's approval of the renewal term or extension. Any Person seeking to lease or rent a Unit or Lot shall submit a completed leasing application to the Master Association and consent to a background check as well as credit check. The Board of Directors of the Master Association shall have the right, but not the obligation, to adopt rules and regulations governing the rental and/or leasing of Units and Lots within the Properties, ~~including, without limitation, establishing minimum lengths for the terms of rental or leases and limits upon the frequency of rentals or leases.~~ The rules and regulations governing ~~rentals and leases~~ and rentals may vary between specific residential areas of the Properties and/or on the basis of building type (single family, condominiums, etc.) as the Board of Directors of the Master Association, in its sole discretion, deems appropriate. Such rules and regulations need not be approved by the Members of the Master Association nor recorded. Subleasing and/or subrenting is prohibited. ~~The Woodbine Master Board of Directors ("the Board") has the authority to disallow a homeowner to rent his/her property to a specific individual based upon criteria adopted by the Board and in the Board's discretion. The Woodbine Master Board of Directors ("the Board") has the authority to require approval of any occupant of a home after 30 days of occupancy. The Master Association Board of Directors ("the Board") reserves the right to revoke approval or evict an occupant who habitually violates the rules of the community or commits a criminal act leading to one or more arrests.~~

i. Owners shall not be permitted to lease or rent Units for the first twelve (12) consecutive months of ownership measured from the date of the deed or other instrument conveying any interest in the Unit is recorded in the county public records; provided that Units acquired by the Master Association through foreclosure or otherwise and Units transferred by Owners to trusts for estate or tax planning purposes shall be exempt from this provision.

ii. Leased or rented Units in each Sub-Association shall not at any time exceed fifteen percent (15%) of the total number of Units in the Sub-Association; provided that Units owned by the Master Association shall not be included in the total number of Units in the Sub-Association for the purpose of calculating the fifteen percent (15%) limitation on leases or rentals within a Sub-Association. Additionally, the Master Association shall be exempt from the fifteen percent (15%) limitation on leases or rentals within any Sub-Association and may lease or rent Units owned by the Master Association as determined by the Board of Directors.

iii. No Owner may lease or rent his or her Unit or Lot for a term of less than six (6) months, and no Unit or Lot may be leased or rented more than three (3) times in a calendar year. Furthermore, no Owner shall allow his or her Unit or Lot (or any portion thereof) to be advertised as available for lease, rent, or any other form of occupancy, however labeled, for a term of less than six (6) months. Transient accommodations are prohibited within the Properties.

iv. The Master Association may disapprove a lease, rental, lease extension, or rental extension if: (a) it is found that within seven years preceding the date of the application's submission any of the prospective tenants have filed for bankruptcy, been foreclosed for the failure to make mortgage or assessment payments, or been evicted for the nonpayment of rent, (b) it is found that within ten years of the date of the application's submission any of the prospective tenants or additional occupants have been convicted of any felony involving violence, theft, fraud, or a minor victim, (c) it is found that that any of the prospective tenants or prospective occupants have been designated as a sexual predator pursuant to Fla. Stat. §775.21, as amended from time to time, (d) it is found that any of the prospective tenants or additional occupants have violated any of the Master Association's covenants and/or rules and regulations while previously residing in the Master Association's community, (e) the Owner who is seeking to lease or rent his or her Unit owes the Master Association a fine, assessment, or other monetary obligation, (f) the lease or rental would cause a violation of this Declaration or of the Master Association's rules and regulations, or (g) any other compelling reason for disapproval as determined by a unanimous vote of all of the members of the Board of Directors. Any lease or rental that is not approved by the Master Association shall be void and shall confer no interest. The Master Association shall have no obligation to furnish a substitute tenant in the event of disapproval.

v. Any Person residing in a Unit as a guest or invitee of the Unit's Owner or of any approved tenant and who resides for longer than thirty (30) days in a calendar year, whether or not consideration is being exchanged for the Person's residency, shall be deemed to be a tenant, shall be subject to this Section 12.31, shall be required to complete an application, and shall not be permitted to remain beyond the thirty (30) days in a calendar year without the Board of Directors' approval.

vi. The Master Association shall have standing to bring an eviction, or other, similar action, against any Occupant(s) who are residing in any Unit or on any Lot in violation of this Declaration or of the Master Association's rules and regulations. The Master Association may bring such action in its own name or as attorney in fact for the Owner. Any reasonable attorneys' fees and costs incurred by the Master Association evicting and/or removing an Occupant may be charged to the Owner as an individual assessment.

vii. Woodbine Parcel "I" as depicted on that certain plat map recorded in the Palm Beach County, Florida official records at Plat Map 83, Page 163, et seq., shall continue to be excluded from the provisions of this Section 12.31 of the Declaration.

(All other provisions to remain as they are)

EXHIBIT "D"

CERTIFICATE OF APPROVAL

Morguard Woodbine LLC, a Delaware limited liability company, as fee title holder of Woodbine Parcel "I" as depicted on that certain plat map recorded in the Palm Beach County, Florida official records at Plat Map 83, Page 163, et seq., hereby gives its approval of the amendments to the Declaration of Covenants, Conditions and Restrictions for Woodbine that were approved by the Woodbine Master Association, Inc.'s Board of Directors at the special meeting of the Board of Directors held July 27, 2023. This Certificate of Approval shall be recorded with the amendments.

Dated this 27th day of July, 2023.

Morguard Woodbine LLC

By: 
Signature

Gary Stern
Printed Name

Asset Manager
Title