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CAROLYN TIMMANN
MARTIN COUNTY CLERK

This instrument was prepared by and return to:
PETER C. MOLLENGARDEN, ESQUIRE
Rosenbaum Mollengarden PLLC
250 S. Australian Avenue - 5th Floor
West Palm Beach, FL 33401
(W-C 195)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

WHEREAS, the DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (the "Declaration") has been duly recorded in the Public Records of Martin County, Florida, at Official Records Book 02266; Page 2372 et seq.;

WHEREAS, at a duly called and noticed meeting of the Board of Directors of the Association, held on MAY 12, 2013, the Board of Directors approved the attached amendments to the Declaration.

WHEREAS, at a duly called and noticed meeting of the membership of the Association, held on June 20, 2013 and adjourned to and reconvened on September 5, 2013, the aforementioned amendments to the Declaration were approved by the membership pursuant to the provisions thereof; and

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as approved by the Board of Directors and membership of the Association:

(See Attached Amendments to the Declaration)

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC.

Theresa DePonte
Witness
Theresa DePonte
(PRINT NAME)
Steven P. DePasquale
Witness
STEVEN P. DEPASQUALE
(PRINT NAME)

By: [Signature]
Vice-President

Attest: [Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF MARTIN:

David [Signature] and [Signature] The foregoing instrument was acknowledged before me this 9th day of Sept, 2013, by David [Signature] and [Signature] as Vice-President and Secretary, respectively, of Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced [Signature] as identification and did take an oath.



[Signature] (Signature)
CHERYL L STANNARD (Print Name)
Notary Public, State of Florida at Large

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text shown by " * * * ")

15. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and to protect the value of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions which each Unit Owner covenants and agrees to observe and follow:

* * *

15.12. Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide (or if it does not provide; shall be automatically deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of this Declaration (and including all Exhibits hereto) and with the Rules and/or any other rules or regulations adopted by the Association from time to time (before or after execution of the lease), (ii) Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, the Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association, and (iii) Association shall have the unilateral right to collect all rental payments due to Owner and apply the same against Assessments. In furtherance of such Association right, each Unit Owner hereby acknowledges and agrees that any and all leases entered into by such Unit Owner in connection with his or her Unit shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Unit Owner leasing his or her Unit is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to; (i) collecting rents now due or that become due directly from such Unit Owner's tenant(s) (or other party in possession of the Unit); and/or (ii) pursuing any and all legal remedies available against such Unit Owner and/or such Unit Owner's tenant(s) including, but not limited to, actions for eviction of such Unit Owner's tenant(s). Unit Owners are responsible for providing to their tenants copies of all such Association documents or instruments. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 16 hereof. No extensions or renewals of a lease shall be permitted. Every lease shall be considered a new lease whereby tenants must be submitted for screening and approval in accordance with Section 16 hereof. No Unit may be leased more than one (1) ~~two~~(2) times in any consecutive twelve (12) month period, measured from the commencement of the most recent lease. Each lease must be for a minimum period of ~~twelve (12) six~~ (6) months. No Unit may be leased for the first twenty-four (24) months of ownership, measured from the date of the most recent deed or other instrument conveying interest

in the Unit, provided, however, that transfers by a Unit Owner to a trust, or otherwise, for estate or tax planning purposes, which shall be determined in the sole discretion of the Board of Directors, shall not be subject to the restriction against leasing during the first twenty-four (24) months of ownership. Units owned by the Association through the foreclosure of its lien or otherwise shall not be subject to the restriction against leasing during the first twenty-four (24) months of ownership, leasing more than once during any consecutive twelve (12) month period, or the restriction against leases being for a term of less than twelve (12) months. No subleasing or assignment of lease rights by the tenant is permitted.

Leased or rented Units shall not, at any time, exceed twenty percent (20%) of the total number of Units in the Condominium; provided, however, that units owned by the Association shall not be included in the total number of Units in the Condominium for the purpose of calculating the twenty percent (20%) limitation on leases or rentals within the Condominium, and the Association shall not be subject to such leasing limitation or restriction.

Association may also charge a reasonable fee to offset the costs of a background check on a tenant or other intended occupant of a Unit (in an amount not to exceed the amount permitted by the Act). As a condition to the approval by the Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be paid by the tenant(s) and deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 15.12 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to person or property caused by the negligence of the tenant. Such amount, if not paid, shall be a lien against the Unit, enforceable in the manner provided in Section 11.4 of the Declaration, and shall be the personal obligation of the Unit Owner. All leases shall also comply with and be subject to the provisions of Section 16 hereof.

* * *

15.14. Nuisances. No nuisance shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property. No electric or gas powered recreational go-cart, scooter, or other such electric or gas powered vehicle, device or equipment, that is not registered for driving or use on public roadways, shall be operated on or within the Condominium Property. No golf-carts shall be operated on or within the Condominium Property whether or not registered for driving or use on public roadways.

15.15. Parking.

15.15.1. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than forty-eight (48) hours other than in the garage of a Unit. No Unit Owner may park any vehicle in guest parking spaces. No vehicles displaying commercial advertising shall be parked within public view anywhere on Condominium Property. No vehicles bearing a "for sale" sign shall be parked with the public view anywhere on Condominium Property.

15.15.2. No commercial vehicles, campers, mobile homes, motor homes, house trailers, boats, boat trailers or trailers of every other description or vans other than passenger (non-commercial) mini-vans with side and rear windows, shall be permitted to be parked or to be stored at any place on the Condominium Property other than in the garage of a Unit; ~~provided, however, the Board shall have the right to permit vans to be parked for specified periods of time in designated service parking areas.~~ The term commercial vehicle shall not be deemed to include recreational or sport utility vehicles (i.e. Broncos™, Hummers™, Blazers™, Explorers™, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of ¾ ton towing capacity, or cars, or mini-vans (with side and rear windows), if they are used by the Unit Owner on a daily basis for normal transportation. The term commercial vehicle shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction or maintenance vehicles in connection with the construction, improvement, installation, or repair by ~~Developer~~ the Association of any part of the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, repairs and other temporary commercial services, ~~nor to any of Developer's vehicles.~~ Any vehicle parked in violation of the Declaration or the Association's rules and regulations is subject to towing, without prior notice, at the vehicle Owner's expense.

15.15.3. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

15.16. Pets. Each Unit may house no more than three (3) pets of which no more than two (2) may be dogs, domestic cats and/or dogs. For example, each Unit may house no more than two (2) dogs and one (1) cat, one (1) dog and two (2) cats, two (2) dogs or three (3) cats. No dog shall weigh more than fifty pounds (50lbs) at maturity. No dog breed prohibited by County, City or any other ordinance is permitted. ~~The Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion.~~ Further, each Unit may house fish and /or domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their

owner. No pets or other animals shall be left unattended in or on the balcony, patio, terrace or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet or animal owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or threatening or vicious towards other residents or animals in the Condominium, as determined in the sole discretion of the Board of Directors, or in any way causes any damage to the Condominium property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets or animals of any kind. Each Unit Owner shall be responsible for the activities of the Unit Owner's and/or respective Unit Owner's tenants' pet(s). The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit. Notwithstanding anything contrary, seeing-eye dogs shall not be governed by the restrictions contained in this Section.

* * *

15.21. Units. Each Unit shall be used as a residence only, ~~except as otherwise herein expressly provided, and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a~~ A Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. Notwithstanding anything to the contrary in this Declaration, any person occupying a Unit for more than thirty (30) days, consecutively, in any consecutive twelve (12) month period must be screened and approved by the Association in the same manner as a tenant in accordance with Section 16 hereof.

* * *

47.11. Leases. All leases for the leasing of Units must be in writing and specifically provide that the lease is subject to all of the terms set forth in the Condominium Documents. Unit Owners may not enter into a lease for a term of less than twelve (12) ~~six (6)~~ consecutive months.

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